

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**APRIL 19, 2022**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, April 19, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Rosie Jones gave the invocation and Council Member Chad Mims led the pledge of allegiance. Council President Buddy Palmer called the meeting to order at 6:00 p.m.

**CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

Council Member Bryan moved, seconded by Council Member Beard, to confirm the agenda and agenda order, as presented, with the following change:

DELETE: Item #17 - In the Matter of Ratification of Land Conveyance Documents

The vote was unanimous in favor.

**PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

**PUBLIC RECOGNITION**

Council President Palmer asked the Council members who attended the recent CDF trip to Oklahoma City, Oklahoma, give a brief statement about the trip. Council Member Davis said it was a great trip and they came home with good ideas that the City of Tupelo can implement. Council Member Beard said they were able to reaffirm some of the actions taken by the City of Tupelo such as green space, downtown, streets, etc. They also learned of finance options that might be available. Council Member Jones said there was a feeling of unity and that the projects they saw incorporated all parts of the City. Council Member Gaston said a lot of the projects they saw were revenue producing and quality of life venues. Council Member Mims said he was impressed with the fiscal responsibility. He also was impressed with the focus on the quality of life projects.

Council Member Davis reminded and invited everyone to the Community Forward Festival scheduled for coming Saturday - April 23, at Gum Tree Park. The festival is geared toward building relationships between the community and the Police Department.

Council Member Mims introduced the Tupelo High School Choir, Synergy, who were present at the meeting. After reading a list of the accomplishments from the previous year, the choir entertained the room with an a cappella selection. The list of members is attached to these minutes as APPENDIX A.

### **MAYOR'S REMARKS**

Mayor Todd Jordan said the Oklahoma City trip was very enlightening. He was especially impressed with the cleanliness and the large parks. He recognized a list of those who participated in the preparations of the documentation of the RAISE grant, which was submitted last week.

### **IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION**

No one spoke during the public hearing concerning the demolition of 1104 Chapman St - Parcel # 077M-36-059-00.

### **CITIZEN HEARING**

#### **vOz Kapenekas**

Mr. vOz Kapenekas, owner of KRC Properties LLC - Songshine LLC, located at 114 N Broadway and 1102 Chickasaw Trail, gave his personal observations concerning the nature of life in Tupelo and its relationship with municipal government. The handout he shared is attached to these minutes as APPENDIX B.

### **JANE MYERS**

Ms. Jane Myers, of 2106 President Ave, addressed the Council with her concerns of fireworks in the City of Tupelo.

### **CHARLES JOHNSTON**

Mr. Charles Johnston did not appear to speak with the Council.

### **IN THE MATTER OF MINUTES OF APRIL 5, 2022 COUNCIL MEETING**

Council Member Mims moved, seconded by Council Member Gaston, to approve the minutes of the Regular Council meeting held on April 5, 2022. The vote was unanimous in favor.

### **IN THE MATTER OF BILL PAY**

Bills were reviewed at 4:30 p.m. by Council Members Chad Mims, Travis Beard, Buddy Palmer and Nettie Davis. Council Member Jones moved, seconded by Council Member Beard, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF TUPELO LICENSE COMMISSION MINUTES**

Council Member Bryan moved, seconded by Council Member Jones, to approve the minutes of the March 22, 2022, meeting of the Tupelo License Commission. The vote was unanimous in favor. APPENDIX D

**IN THE MATTER OF REAPPOINTMENT OF STUART JOHNSON TO THE TUPELO MAJOR THOROUGHFARE PLAN CITIZENS LOBBYING AND OVERSIGHT COMMITTEE**

Council member Gaston moved, seconded by Council Member Beard, to approve the re-appointment of Stuart Johnson to the Major Thoroughfare Committee effective April 19, 2022 representing Ward 6. The vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF DEMOLITION/LIEN RESOLUTION**

Council Member Davis moved, seconded by Council Member Beard, to approve a Resolution Adjudicating Cost and Assessing Lien Against Real Property, under Miss. Code Ann. 21-19-11(1972) as amended, for 583 Tank Street, which was in such a condition to be a menace to the public health, safety and welfare of the community and in need of demolition pursuant to Miss. Code Ann. 21-19-11 (1972) as amended, and to assess the amount as a lien on the real property. The vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF PROPERTY FOR DEMOLITION**

Council Member Bryan moved, seconded by Council Member Beard to approve the following property on the public hearing demolition list, which is in such condition to be a menace to the public health, safety and welfare of the community and in need of cleaning, as authorized by Miss. Code § 21-19-11 (1972) as amended:

1104 Chapman Street (PN#077M-36-059-00)

The vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF AWARD OF BID NO. 2022-009PW AIR PARK ROAD SCRUB SEAL**

Bids were received by the City of Tupelo for Bid No 2022-009PW Air Park Road Scrub Seal with an alternate - Holly Hill Road. Council Member Gaston moved, seconded by Council Member Bryan, to award the lowest and best bid submitted by Pavement Restorations for a total amount of \$113,900.00 which includes Alternate No. 1- Holly Hill Road and to allow the Mayor and City Clerk to execute any and all documents, subject to subsequent ratification by the City Council. The vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF BID AWARD FOR PROJECT NO. T19-515 EASON BOULEVARD IMPROVEMENTS (VETERANS – BRIAR RIDGE)**

Bids were received by the City of Tupelo Eason Boulevard Improvements (Veterans - Briar Ridge). Council Member Beard moved, seconded by Council Member Davis, to award the lowest and best bid to Cook & Sons for a total of \$4,102,161.63 and to allow the Mayor and City Clerk to execute any and all documents, subject to subsequent ratification by the City Council. The vote was unanimous in favor. APPENDIX I

**IN THE MATTER OF MAJOR THOROUGHFARE MINUTES FROM FEBRUARY 14, 2022 AND MARCH 7, 2022**

Council Member Beard moved, seconded by Council Member Davis, to approve the minutes of the Major Thoroughfare meetings held on February 14 and March 7, 2022. The vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF APPROVAL TO REMOVE FROM ASSETS AND AUCTION 3 PARK AND RECREATION VEHICLES**

Council Member Beard moved, seconded by Council Member Gaston, to approve three vehicles as surplus, no longer needed for use by the City, and sell them at auction. The vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF BID APPROVAL – ROADWAY MAINTENANCE PROGRAM 2022 ANNUAL TERM BID – 2022-014PW**

Council Member Davis moved, seconded by Council Member Beard, to award Bid # 2022-014PW annual term bid for the 2022 Tupelo Roadway Maintenance Program to the lowest and best bid of Hodges Construction in the total amount of \$20,513.00. The vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF ACCEPTANCE OF DONATION DEED TO CITY ON TOLBERT STREET AND RATIFICATION OF VACATION OF RIGHT OF WAY ON SOUTH SIDE OF RHEA STREET**

Council Member Davis moved, seconded by Council Member Bryan, to approve 'An Order to Accept the Conveyance of Land from Gary Sparkman to the City of Tupelo', as requested by the Administration. This item was initially discussed in February when a resolution was passed declaring property as surplus. The vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF ORDER AUTHORIZING REAL PROPERTY EXCHANGE ON TOLBERT STREET TO CORRECT PROPERTY LINES**

Council member Bryan moved, seconded by Council Member Beard, to approve the acceptance of donation deed to City on Tolbert Street and the ratification of vacation of right of way on south side of Rhea Street. This order approving real property exchange with Kenneth Mayfield will correct a property lines discrepancy. The vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF ORDER AUTHORIZING CLOSURE OF PUBLIC ACCESS FROM PARK STREET TO PRIVATE PROPERTY NEAR BNSF RAILROAD, COMPENSATING OWNER FOR DAMAGES BY PROVIDING ACCESS ON JEFFERSON STREET AND ABANDONING PORTION OF PLATTED ALLEY TO ADJOINING PROPERTY OWNERS**

Council Member Bryan moved, seconded by Council Member Jones, to approve an 'Order Authorizing Closure of Public Access from Park Street to Private Property Near BNSF Railroad, Compensating Owner for Damages by Providing Access on Jefferson Street and Abandoning Portion of Platted Alley to Adjoining Property Owners'. The vote was unanimous in favor. APPENDIX O

**EXECUTIVE SESSION**

Council Member Davis moved, seconded by Council Member Bryan, to determine the need for an executive session. Attorney Ben Logan said the session will be for the purpose of the possibility of acceptance of donation of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). The vote was unanimous in favor at 6:44 p.m.

Council Member Bryan moved, seconded by Council Member Gaston, to close the regular session and enter executive session for purpose of the possibility of acquisition of real property under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Davis moved, seconded by Council Member Jones to return to the regular meeting at 7:00 p.m. The vote was unanimous in favor.

**IN THE MATTER OF AN ORDER AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY TO THE CITY OF TUPELO**

Council Member Bryan moved, seconded by Council Member Davis, to approve 'An Order Authorizing the Purchase of Certain Real Property' located at 508 N Madison from Barcia Group LLC, for the negotiated price of \$81,000 and to authorize the Mayor and City Clerk to execute any necessary documents to be subsequently ratified by the City Council . The vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF AN ORDER AUTHORIZING OPTION TO PURCHASE AGREEMENT FOR CERTAIN REAL PROPERTY BY THE CITY OF TUPELO.**

Council Member Bryan moved, seconded by Council Member Beard, to approve 'An Order Authorizing Option to Purchase Agreement for Certain Real Property by the City of Tupelo' located south of Eason Blvd between Town Creek and Ryder Street from BSB Associates Partnership for the overall sale price of \$658,000.00. The Order includes up to two Options to Purchase for \$15,000.00 each and to authorize the Mayor and City Clerk to execute necessary documents to be subsequently ratified by the City Council. APPRIDIX Q


**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Beard moved, seconded by Council Member Gaston, to adjourn the meeting at 7:02 p.m. The vote was unanimous in favor. This the 19th day of April, 2022.

  
Buddy Palmer, President  
City Council

ATTEST:

  
Missy Shelton, Clerk of the Council

  
Todd Jordan, Mayor  
5-10-2022  
Date

The Tupelo High School Show Choir Department recently finished a historic season. For the first time in its existence, they finished undefeated against some of the best groups in the country. Not only were they Grand Champions of their division at each competition, but they also swept many awards such as best vocals, best show design, best crew, and consistently overreached their division by placing in the top three of all groups wherever they went; a feat for a single-gender group. Their hard work both on and off the stage helped them represent their department, school, and city exceedingly well at a state, regional, and national level.

### Synergy

McKenzie Armstrong

Cate Babb

Haley Bertolet

Cami Britton

Carley Britton

Andrea Brohawn

Averi Coleman

Saja Darwish

Emerie Driskell

Addy Eckard

Ella Friloux

Afton Gable

Lindley Gibens

Maggie Gibens

Liv Gillean

Hannah Godown

Sophie Hoard

Mary Hodges

8

Kate Hood

Lindsay Hopkins

Elise Huey

Lucy Johnston

Rebecca Johnston

Anna Grant Kahlstorf

Lacey Little

Emerson Love

Mallory Love

Magalie Martin

Ava Mays

Crissen McCoy

Mamie McGraw

Olivia Kate Mims

Ivy Moffatt

Riley Mulrooney

Morgan Robinson

Lily Roper

Mary Scruggs

Cora Sheffield

Liza Sullivan

Autumn Swinney

Abby Tidwell

Mariana Ungo

Laurie Waterer



Aijalon White

9

Paisley Williams

Lydia Williamson

Charlotte Wise

Crew

Ruby Driggers

Paige Gray

Knox Waterer

Structure (not able to attend this evening as they are in final preparations for their show this Thurs/Fri at 6pm- please check them out!)

Andrew Bradford

Collins Brashier

Tom Henry Brister

Clay Cordell

William Henson

Ryder Jones

Caleb Kellum

Aubrey Meredith

Triceon Rainey

Mont Waterer

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## **A CITIZEN'S PERSPECTIVE | 4.19.22**

Personal Observations on the Nature of Life in Tupelo  
It's relationship with Municipal Governance and the quality of community.

### **OPENING STATEMENT**

**HONORED MAYOR, COUNCIL MEMBERS AND ATTENDEES | I consider this a community pep talk.** What I'm about to address is easy to say and at times not so easy to do, but it's real. It's about a commitment to an idea. An idea that unity is better than division, harmony better than discord, agreement, better than quarrels. Though we all come from varying backgrounds, we all share similar burdens and goals. May grace and patience be our guide as we work together in thoughtful, kind, and considerate ways.

## **Cooperation | Civility | Community©**

The three c's of positive progressive achievement

Consensus building is challenging work, and many times requires cooperation to reach agreement. Winston Churchill once said; Courage is the first quality, for it guarantees all others.

In a representative democracy, elected representatives, and appointed officials work to improve physical infrastructure and economic well-being of the communities they represent. Cooperation, Civility, and consensus are vital to achieving noteworthy goals.

As each endeavor courtesy, cooperation and civility are essential. When pursued they establish foundations. Foundations that are the building blocks for achievement, where all things are possible. Where people can find harmonious harbor, a reason to collectively participate in purposeful shared visions facilitating the hopes, dreams, and aspirations all strive to achieve.

This is possible when as a collective partnership of public, business, and community we listen, consider, and support each other. City officials working hand in hand with all departments, diligently striving to fulfill their tasks, maintaining our streets, utilities, parks, and personal safety. All aspects that make Tupelo the shining example we all are proud to call home.

There are many examples where this spirit of collegiality was employed with openness, purpose and cooperation achieving positive results and wonderful outcomes.

One of the best representations of this cooperative spirit was how the 2% tourism fund came to be.

Many years ago, some of you might remember the downtown mall was floundering, the fairgrounds were dilapidated, and city hall was not adequate for the needs of our growing City. A group of forward-thinking officials, and business leaders, with the help of state representatives and the cooperation from Hotels and Restaurant owners, devised a solution leading to the establishment of a tourism tax to fund these and other public concerns.

Once the resources became available the establishment of the Tupelo Convention and Visitors Bureau was possible. One of the first mandates was to oversee the malls transition eventually becoming BancorpSouth Arena and the Conference Convention Center.

Another local cooperative example where Tupelo citizens with leadership by this council has worked together, is the major through-fare initiative bringing funding to necessary and essential repairs to streets and highways.

Also, there have been many votes to expand school millage rates for the benefit of our children's education. The generosity of one private citizen whose commitment to education along with council support donated land that led to the building where our current Tupelo High School resides.

I also think it useful to remember another fine citizen of Tupelo, whose love for and dedication to the memory of her dear deceased friend led to a remarkable accomplishment. With the cooperation and support from public and private entities, all joining together, they built the "Elvis Presley Memorial Birthplace". Where would we be without this amazing homage to a hometown hero.

The Tupelo Aquatic Center and Vietnam Wall Memorable is another fine example of what a cooperative public private community spirit can achieve.

Tupelo is fortunate to be the home of CDF and Create two fine examples of private/public initiatives who promote consensus building that lead to many noteworthy and positive outcomes for our community and surrounding communities throughout Mississippi and beyond.

And let's not forget all the positive effects the Downtown Tupelo Mainstreet Association has fostered including the current alley renovations in our historic downtown area. Many a photographer find picturesque settings and photograph subjects all through the year. Wall murals, shops, statues, children playing, people walking together or with their pets. A real Norman Rockwell view of a 21<sup>st</sup> century "All American City".

Tupelo is alive. It is a positive community with an ongoing legacy of achievement. It is now a new administrations task to assume the mantle of leadership. As you individually and collectively work to the tasks at hand. May all find, harmonious harbor employing the three c's of positive progressive achievement: Cooperation, Civility, Community...

Thank You for your time.

Peace / vOz

**CHECK INFORMATION FOR COUNCIL MEETING  
APRIL 19, 2022**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH EFT TWL ADJUSTMENTS</b>	<b>ID-409217-409225; 409226-40955621 50001568-50001593</b>

**ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET**

**INVOICES AS SHOWN ON FACE OF DOCKET**



## Tupelo License Commission Minutes

**Date:** 3/22/2022 **Time:** 6:01 pm **Call to Order:** Tony Carroll **Meeting Adjourned:** 7:15 pm

### In Attendance

#### LICENSE COMMISSION MEMBERS:

Randy Hanlon      Terri Williams      Jay Scruggs      Tony Carroll      Richard Rhudy  
Matt Wiley

#### CITY OF TUPELO STAFF:

Tanner Newman      Patrick Reagan      Johnny Timmons      Al Jones      Ben Logan  
Stephen Reed

#### OTHERS PRESENT:

Norman Spangler III (via Zoom)      Michael (HF Rep, via Zoom)  
Rob Harness      Britt Curbow

### Approval of Minutes

Tupelo License Commission Board member Tony Carroll motioned to approve the minutes of the Tupelo License Commission meeting held on November 15, 2021. The vote was unanimous in favor.

### Introductions/Election of Chairman

Patrick Reagan, the new Chief Building Inspector, and Terri Williams, the new Architect Representative and new Tupelo License Commission Board Member, were introduced and Ms. Williams was welcomed into the Committee by Tanner Newman, Director of Development Services. Jenny Savely, the new City Planner, was introduced to the Board Members by Mr. Newman. Jay Scruggs nominated Richard Rhudy as the new Elect Vice Chairman of the Tupelo License Commission Board. Terri Williams seconded the nomination and all present voted in favor.

### New Business

#### 1. Administrative Decision Appeal – Cooper Tire #7 Mixer

**Does the Commission allow the IBC rating or does Cooper Tire have to follow the UL rating?**

- a. Randy Hanlon & Tony Carroll recused themselves since they have involvement with Cooper Tire.
- b. Norman Spangler III, who is working with HF, a third party company, stated the following:

“We have a project that is involved in the dual rating on the breaker. The feed from the transformer to the breaker is 720 volts roughly. Since the breaker has a dual rating of 1000 IBC and a rating of 600 UL, per code, are we allowed to use the IBC rating as well or do we have to follow the UL rating?”

- c. Tanner Newman directed the question to Patrick Reagan.
  - i. Patrick Reagan stated the 600 volt UL is too small for the application.
- d. Ben Logan, City Attorney, asked Mr. Spangler the following questions:
  - i. How long has the machine (Mixer #7) been installed?
    1. Mr. Spangler stated the machine has been installed for maybe 3 months and is just in the testing phase.
  - ii. Where any permits applied for?
    1. Mr. Spangler stated no permits were applied for.
  - iii. What changes would need to be made on the IEC standards vs the NEC standards.
    1. Mr. Spangler stated that is basically what they are asking us. The machine was put together at HF, out of Germany. For them it’s IEC, for us it’s UL. The machine works in Mexico but in the US there are complications.
- e. Tanner Newman asked if anyone from Tupelo Water & Light would like to speak on the topic or make a recommendation to the commission.
  - i. Tupelo Water & Light did not have any statements for this question.
- f. Tanner asked the Commission if they had any questions and to approve or deny the request.
  - i. Jay Scruggs asked Mr. Spangler “Liability wise, do they not have an electrical engineer that can sign off on this on your behalf?”
    1. Mr. Spangler stated that he is an electrical engineer but that’s where the disconnect is between HF and Cooper, the IBC or UL rating.
- g. Michael, Manager from HF, stated the machine can handle 1000 volts. He said there are no concerns to use 690 incoming volts. Unfortunately, the UL rating stops at 600 volts. He also stated the code the City of Tupelo currently uses, is from 2013. He said in the 2018 version, the rating stops at 1000 volts.
  - i. Mr. Newman and Mr. Reagan both stated the City of Tupelo operates on NEC 2011.
- h. Mr. Reagan waived on the decision to use the IBC rating.
- i. Mr. Newman asked for a motion on the decision to allow Cooper Tire to use the IBC rating vs the UL rating.
  - i. Richard Rhudy motioned not to approve based on UL and IEC ratings.
    1. Jay Scruggs seconded that motion and all were in favor.
- j. Mr. Newman stated Cooper Tire will have to follow the NEC Code, which is the UL rating, for the breaker.
  - i. Mr. Spangler requested the decision be emailed to him, which Mr. Newman agreed to.

## 2. Request for Electrical Code Update

- a. Rob Harness, representing Kenneth Estes and Homebuilders & Remodelers Association of Northeast MS, made a request for an electrical update.
- b. Rob Harness, Residential Contractor in Tupelo, MS, said the Homeowners Association of Northeast MS, about 130 member strong, are looking for alternative building products to offset some of the cost. During their board meeting, they discussed trying to get the electrical code changed. They are asking for the option to use 14 gage wire instead of 12 gage wire. The City of Tupelo is the only municipality within 100 mile radius that requires 12 gage wire.

- i. Tony Carroll asked Mr. Harness, what would be the benefits of changing from a 12 gage wire to a 14 gage wire?
  - 1. Rob Harness said the biggest benefit is cost.
- c. Jay Scruggs made the comment that when the City of Tupelo started the requirement for 12 wire, it was because 14 gage wire was being used for a certain type of home (mobile home) and used that requirement to keep those homes out of the City of Tupelo.
- d. Terri Williams suggested researching the matter further before making a decision.
- e. Patrick Reagan said as far as the inspections go, changing wire would require them to look at things more closely. The electrical code update would 100% meet the NEC Code. Manufactured housing industries have built to the NEC Code with 14 gage wire. The city has adopted codes against manufactured houses and if challenged in court, the question would be asked “why do we not allow manufactured houses?” Our answer would be “It does not meet our electrical code.”
- f. Tony Carroll asked “If we allow this and the inspector misses something, but you’ve certified it, and the house burns because we missed some little wire, what legal condition does that leave the city in?”
  - i. Stephen Reed, Assistant City Attorney, stated “It’s hard to say what extent of liability it would put us in. Once our seal is on it, that could pose some issues.”
- g. Mr. Scruggs stated, “It’s pretty easy to see wire issues. It’s hard to believe that Tupelo is the only city that can’t make this work.”
- h. Mr. Newman stated, “The City of Tupelo operates under the NEC. At some point in the city’s history, the city chose to add this additional language to our electrical code. They’ve adopted the NEC but they’ve also added this language, in addition to the NEC as our adopted electrical code. A lot has changed since that decision was made, such as color coded wires. You now can see the difference between the two.”
- i. Mr. Newman asked Jenny Savely if she had any additional information that she could offer the Commission, about mobile homes, as far as what other codes the city currently has that limits their location in the city.
  - i. Jenny Savely stated, “Our primary thing that keeps people from citing mobile homes is that it has to adhere to ICC 20-18. I think the intent of the code was to keep the older mobile homes out that did not aesthetically work or were run down. Holding to the 20-18 standards keeps us within the newer homes that have safer protocols. That’s where we stand now. I don’t think changing this would necessarily prohibit any mobile homes. There are a lot of regulations that prevent that, if that’s our goal.”
- j. Tanner asked, “In your opinion, as the City Planner, if the Commission chose to approve this request, that’s not going to impact the City’s ability to regulate mobile homes in the city?”
  - i. Mrs. Savely stated, “I don’t believe so but I would definitely also defer to Stephen and Patrick on their thoughts on this. But from my perspective, I don’t think that’s the only limitation.”
    - 1. Stephen replied that mobile homes are only allowed on agricultural zoned areas in Tupelo.
- k. Mr. Newman asked if Johnny Timmons or any of his guys would like to comment on this issue or offer any additional information that might be informative for the Commission.
  - i. Johnny Timmons and Al Jones said they do not see any issues with it.
- l. Mr. Newman asked if there was anyone in the audience that would like to comment or offer and further information.

- i. Mark Substance said the cost is the only issue. If it's adopted in the code book, he doesn't understand why we don't use it.
  - 1. Tony Carroll replied that the only advantage of changing to 14 gage wire, is a few hundred dollars, when there are so much other unknowns. What are the other benefits?
    - a. Jay Scruggs asked why we don't use 10 wire then? He said it's not a safety thing. Why are we the last to get on board?
      - i. Tony Carroll said he wants to do what's right for the city and citizens, not just the contractors.
      - ii. Rob Harness said it is easier to work with a 14 gage wire and there is more liability with a 12 gage wire using a 20 amp breaker. 14 gage wire pulls easier than 12 gage wire does.
- m. Mr. Newman asked if any of the gentlemen use 14 gage wire when building outside the City of Tupelo.
  - i. Britt Curbow stated that as long as you have it on a 15 amp breaker, it is fine. The biggest thing is the breaker.
- n. Mr. Newman – The request is to allow 14 gage wire for lighting only, but 12 gage would stay intact for outlets. Tanner Asked Mr. Reagan what he would see change, in terms of inspections? How do you see it affecting the time it takes to conduct an inspection, if we switch?
  - i. Mr. Reagan said it would not be a huge change. Could possibly make some things easier, with the color code change. They will have to verify that the 14 gage wire is going with a 15 breaker and will need someone there to open/close the breaker box.
    - 1. Tony Carroll asked "Are breakers in the box?"
      - a. Mr. Reagan said "yes."
- o. Mr. Newman stated, "If it's the Commissions will to take a vote tonight, the next step would be, whatever you are recommending, that will have to go to the City Council for final approval. They will not take up this issue until the Commission takes a formal vote."
  - i. Terri Williams proposes to take the request under consideration and motioned to meet within a week or two.
    - 1. Stephen Reed wanted to table the request until the next meeting.
    - 2. Richard Rhudy seconded Terri Williams' motion.
      - a. All were in favor and the motion was carried.
- p. Terri Williams nominated Patrick as the person to receive emails about the Commission meetings.

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## Announcements

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Tanner Newman announced the Administration is working on, with Jenny Savely and the legal team, a comprehensive update to our Development Code and to the City Code of Ordinances.

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## Next Meeting

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4/14/2022, City Council Chambers, 2<sup>nd</sup> Floor of City Hall

6:00 PM





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** April 19, 2022

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE REAPPOINTMENT OF STUART JOHNSON TO THE TUPELO MAJOR THOROUGHFARE PLAN CITIZENS LOBBYING AND OVERSIGHT COMMITTEE TN

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**Request:**

The administration requests approval of the Mayor's reappointment of Stuart Johnson to a four year term on the Tupelo Major Thoroughfare Plan Citizens Lobbying and Oversight Committee (Major Thoroughfare Committee) representing Ward 6 effective April 19, 2022.

## **Stuart Johnson**

### **04.01.22**

Stuart Johnson is recently retired from Renasant Bank/Renasant Corporation after 45 years of service where he spent his career in a number of capacities including serving as chief financial officer. In that role he worked with various government/banking regulators, investment bankers, asset managers, board of directors, and the executive management team. He holds a Masters of Accountancy degree from Mississippi State University and a graduate of the BAI Banking School in Wisconsin. He is a past recipient of Leaders in Finance Award selected by the Mississippi Business Journal. Stuart is currently a member of the Tupelo Thoroughfare Committee and has served as chairman for a number of subcommittees. He serves Lee County on the 4-H Advisory Committee, vice president of the Mississippi Angus Association, a member of the Northeast District Livestock Show Committee. He and his wife, Brenda, have four adult children and six grandchildren. He is a member of Harrisburg Baptist Church where he has served as Sunday School teacher, and has served on various church committees.

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32927

SEBASTIAN Y ROCHE

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL  
PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to SEBASTIAN Y ROCHE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SEBASTIAN Y ROCHE  
Address of Owner: 810 MARTIN ST., TUPELO MS 38804  
Parcel Number: 089F-30-151-00  
Address of Violation: 583 TANK ST. (583 N. GREEN ST.)

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **01/04/2022** following which the property referenced above was adjudicated to be a menace to the public health and safety, and demolition was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished..

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **4/05/2022**, adjudicated the actual cost of demolition to be **\$3500.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$1500.00**, for a total assessment against the property of **\$5000.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19<sup>th</sup> day of April, 2022.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
BUDDY PALMER, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

4-19-2022  
Date



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** TANNER NEWMAN, DIRECTOR OF DDS  
**DATE** April 19, 2022  
**SUBJECT:** IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION TN

---

**Request:**

PUBLIC HEARING FOR DEMOLITION OF ONE PROPERTY:  
1104 CHAPMAN ST  
Parcel # 077M-36-059-00



March 31, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 38644

Vs. **Jose Maldonado and Jessica Cruz**  
1104 Chapman Dr.  
Tupelo, MS 38804

**Jose Maldonado and Jessica Cruz**  
1105 Lawndale Street  
Tupelo, MS 38801

**Community Mortgage & Loan, INC**  
d/b/a/ Public Finance  
PO Box 1723  
Tupelo, MS 38802

**Mississippi Department of Revenue**  
PO Box 23338  
Jackson, MS 39225-3338

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

**PETITION UNDER MISS. CODE ANN. §21-19-11**

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1104 CHAPMAN ST., PARCEL #077M-36-059-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **04/19/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.

Item # 1.

- 3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.
- 4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 31st day of MARCH, 2022.




---

Tanner Newman, Director  
 Department of Development Services  
 City Of Tupelo, Mississippi

EXHIBIT A

Item # 1.



Item # 1.





Item # 1.





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, City Engineer  
**DATE** April 13, 2022  
**SUBJECT:** IN THE MATTER OF IN THE MATTER OF BID AWARD FOR AWARD OF  
BID NO. 2022-009PW AIR PARK ROAD SCRUB SEAL DRB

---

**Request:**

Bid Award for Bid No 2022-009PW Air Park Road Scrub Seal including Alternate No.1 – Holly Hill Road for a total of \$ 113,900.00 to Pavement Restorations Inc.

**Dennis Bonds**

---

**From:** Dustin Dabbs <dustin@dabbscorp.com>  
**Sent:** Monday, April 11, 2022 3:59 PM  
**To:** Dennis Bonds; Chuck Williams; Jason Rush  
**Cc:** Don Lewis  
**Subject:** Air Park Rd. / Holly Hill Dr. Scrub Seal Bid Tabulation  
**Attachments:** Air Park Scrub Seal BID TAB\_04-11-2022.pdf

See attached bid tabulation. If we include the work on Holly Hill (Alternate No. 1), then Pavement Restorations Inc. is the Low Bidder. WG was the low bidder for the base bid.


I would recommend that we move forward with both the Base Bid + Alt. No. 1 and award to Pavement Restorations.

Let me know your preference and I will prepare a recommendation of award letter.

Thanks,

DD

\*\*\* This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. City Of Tupelo Technology Services \*\*\*

<b>BID TABULATION - BID NO. 2022-009PW</b> <b>CITY OF TUPELO, MISSISSIPPI</b> <b>AIR PARK ROAD SCRUB SEAL</b> <b>BID DATE: 04/06/2022</b>									
				<b>PAVEMENT RESTORATIONS, INC.</b>		<b>WG CONSTRUCTION</b>			
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QNTY.</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>		
<b>BASE BID - AIR PARK RD.</b>									
1	MOBILIZATION, AIR PARK RD.	LS	1	7,000.00	\$ 7,000.00	7,000.00	\$ 7,000.00		
2	SURFACE PREPARATION, AIR PARK RD.	LS	1	1,500.00	\$ 1,500.00	4,000.00	\$ 4,000.00		
3	SCRUB SEAL SURFACE TREATMENT, AIRPARK RD.	SY	18,500	4.10	\$ 75,850.00	3.90	\$ 72,150.00		
4	TEMPORARY TRAFFIC CONTROL, AIR PARK RD.	LS	1	3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00		
<b>BASE BID SUB-TOTAL</b>				<b>\$ 87,350.00</b>		<b>\$ 86,150.00</b>			
<b>ALTERNATE NO. 1 - HOLLY HILL RD.</b>									
5	MOBILIZATION, HOLLY HILL DR.	LS	1	1,000.00	\$ 1,000.00	3,800.00	\$ 3,800.00		
6	SURFACE PREPARATION, HOLLY HILL DR.	LS	1	1,500.00	\$ 1,500.00	3,000.00	\$ 3,000.00		
7	SCRUB SEAL SURFACE TREATMENT, HOLLY HILL DR	SY	5,500	4.10	\$ 22,550.00	3.90	\$ 21,450.00		
8	TEMPORARY TRAFFIC CONTROL, HOLLY HILL DR.	LS	1	1,500.00	\$ 1,500.00	3,000.00	\$ 3,000.00		
<b>ALTERNATE NO. 1 SUB-TOTAL</b>				<b>\$ 26,550.00</b>		<b>\$ 31,250.00</b>			
<b>GRAND TOTAL</b>				<b>\$ 113,900.00</b>		<b>\$ 117,400.00</b>			

**PROPOSAL**

Proposal of Pavement Restorations, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Tennessee doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"AIR PARK ROAD SCRUB SEAL"**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **30** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA: No Addenda.

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$                     ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

**SECTION D: BID FORM - BID NO. 2022-009PW  
CITY OF TUPELO, MISSISSIPPI  
AIR PARK ROAD SCRUB SEAL  
MARCH, 2022**

*BASE BID - AIR PARK RD. (W. Main St. to W. Jackson St.)*

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION, AIR PARK RD.	LS	1	\$7,000. <sup>00</sup>	\$7,000. <sup>00</sup>
2	SURFACE PREPARATION, AIR PARK RD.	LS	1	\$1,500. <sup>00</sup>	\$1,500. <sup>00</sup>
3	SCRUB SEAL SURFACE TREATMENT, AIRPARK RD.	SY	18,500	\$4. <sup>10</sup>	\$75,850. <sup>00</sup>
4	TEMPORARY TRAFFIC CONTROL, AIR PARK RD.	LS	1	\$3,000. <sup>00</sup>	\$3,000. <sup>00</sup>
<b>BASE BID TOTAL</b>					<b>\$87,350.<sup>00</sup></b>

*ALTERNATE NO. 1 - HOLLY HILL DR. (W. Jackson St. To Redbud Ln.)*

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION, HOLLY HILL DR.	LS	1	\$1,000. <sup>00</sup>	\$1,000. <sup>00</sup>
2	SURFACE PREPARATION, HOLLY HILL DR.	LS	1	\$1,500. <sup>00</sup>	\$1,500. <sup>00</sup>
3	SCRUB SEAL SURFACE TREATMENT, HOLLY HILL DR.	SY	5,500	\$4. <sup>10</sup>	\$22,550. <sup>00</sup>
4	TEMPORARY TRAFFIC CONTROL, HOLLY HILL DR.	LS	1	\$1,500. <sup>00</sup>	\$1,500. <sup>00</sup>
<b>ALTERNATE NO. 1 TOTAL</b>					<b>\$26,550.<sup>00</sup></b>

**GRAND TOTAL (BASE BID + ALT. NO. 1)**

**\$113,900.<sup>00</sup>**

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE AND THE CONTRACT DOCUMENTS PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: Josh Coley  
(PLEASE PRINT)

SIGNATURE: Josh Coley

NAME AND TITLE: Vice President  
(PLEASE PRINT)

ADDRESS: 10162 Stinson St.  
Milan, TN 38358

PHONE NUMBER: 731-225-8943





**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, Kristi R. Collins certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Josh Coley who signed said Proposal on behalf of the CONTRACTOR, was then Vice President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Kristi R. COLLINSTitle: Corporate SecretarySignature: Kristi R. CollinsDate: 04/04/2022

**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, Josh Coley, hereby certify that the CONTRACTOR, Pavement Restorations, INC., is domiciled in the State of Tennessee and (check and complete one):

attached is a copy of the State of Tennessee's current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants resident CONTRACTORS a 0 percent law of bidding Preference Reciprocity preference over nonresident CONTRACTORS for similar projects.

the State of \_\_\_\_\_ has no current law pertaining to the treatment of nonresident contractors.

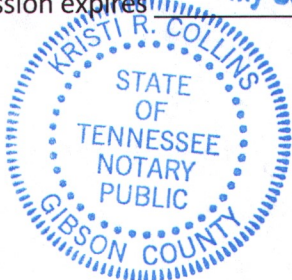
I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature Josh Coley  
Title Vice President

(SEAL)  
Sworn before me this 4 day of April, 2022.

Krist R. Collins, Notary Public

My commission expires \_\_\_\_\_ My Commission Expires: January 22, 2024



**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Jash Coley  
(name of person signing affidavit)

individually, and in my capacity as Vice President  
(title)

of Pavement Restorations, INC.  
(name of firm, partnership, limited liability company, or corporation.)  
being duly sworn, on oath do depose and say as follows:

(a) That PRI, Bidder on the "AIR PARK ROAD SCRUB SEAL" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Jash Coley

Title Vice President



(SEAL)  
Sworn before me this 4 day of April, 2022.

Kristi R Collins, Notary Public

My commission expires My Commission Expires: January 22, 2024

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Josh Coley  
(name of person signing affidavit)

individually, and in my capacity as Vice President  
(title)

of Pavement Restorations, INC.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That PRI, Bidder on the "AIR PARK ROAD SCRUB SEAL" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Josh Coley

Title Vice President



(SEAL)  
Sworn before me this 4 day of April, 2022.

Kristi R. Collins, Notary Public

My commission expires My Commission Expires: January 22, 2024

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Pavement Restorations, Inc.  
 (Name of Contractor)

10162 Stinson Street, Milan, TN 38358  
 (Address of Contractor)

a Corporation hereinafter called "Principal", and  
 (Corporation, Partnership, Limited Liability Company or  
 Individual)

Western Surety Company hereinafter called  
 "Surety",  
 (Name of Surety)

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 6th day of April 2022. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"AIR PARK ROAD SCRUB SEAL"**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

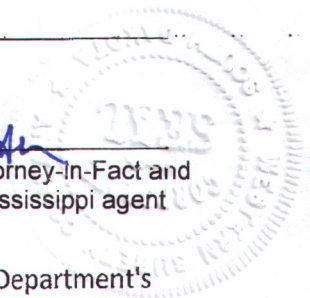
Pavement Restorations, Inc.  
Principal

(L.S.)

Western Surety Company  
Surety

Josh Coley  
By: Josh Coley  
Vice President. PRI

Peggy L. Jackson  
By: Peggy L. Jackson, Attorney-In-Fact and  
licensed resident Mississippi agent



**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

\*\*\* END OF SECTION \*\*\*

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jerry G Veazey Jr, Jerry Eugene Horner Jr, Jason J Young, Trina Cobb, Peggy L Jackson, Amanda Jean Charfauros, Brody Eric Buckley, Angela Bullie, Stephen Wesley Price Jr, Individually**

of Jackson, MS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of May, 2021.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

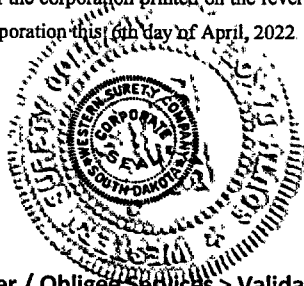


*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of April, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law****ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



# State of Mississippi

## BOARD OF CONTRACTORS

**ACTIVE**

**PAVEMENT RESTORATIONS, INC.  
10162 STINSON ST.  
MILAN, TN 38358**

is duly registered and entitled to perform

- 1) ASPHALT PAVING 2) CRACK SEALING/PAVEMENT SEALANTS



*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 22 day of May., 2022*

**CERTIFICATE OF RESPONSIBILITY**  
**No. 19948-SC**  
Expires May. 22, 2023

*Joel A. Carroll*

**CHAIRMAN OF THE BOARD**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, City Engineer

**DATE:** April 13, 2022

**SUBJECT:** IN THE MATTER OF BID AWARD FOR PROJECT NO. T19-515 EASON BOULEVARD IMPROVEMENTS (VETERANS – BRIAR RIDGE) **DRB**

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**Request:**

Bid Award for Project No T19-515 Eason Boulevard Improvements (Veterans – Briar Ridge) to Cook & Sons for a total of \$4,102,161.63 The low bid amount is ABOVE the Engineer's estimate of \$4,088,784.80. The Major Thoroughfare Committee approved a motion to recommend acceptance of this bid to the City Council at their April 11, 2022 Meeting.



April 7, 2022

T19-515

Major Thoroughfare Committee  
 City of Tupelo  
 71 East Troy Street  
 Tupelo, MS 38804  
 Attention: Dennis Bonds

**RE: EASON BOULEVARD IMPROVEMENTS (VETERANS – BRIAR RIDGE)**

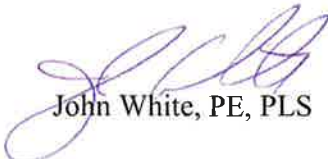
Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the Bid Tabulation is enclosed.

You will note that Cook & Son, LLC. of Smithville, MS, submitted the lowest bid in the amount of \$4,102,161.63.

The Engineers estimate was \$4,088,784.80. Based on these prices we recommend awarding the contract to the low bidder.

Those in attendance at the bid opening were:

John White	Engineering Solutions, Inc.
Dennis Bonds	City of Tupelo
Jennifer Shempert	City of Tupelo
Ben Logan	City of Tupelo
Stephen Reed	City of Tupelo
Allen Tatum	Phillips Contracting Co., Inc
Kendyll Donahue	Cook & Son, LLC
Terry Ausbern	Ausbern Construction
Jonathan Mitchell	Century Construction



John White, PE, PLS



65	7-230	LF	\$0.50	\$3,615.00	\$0.60	\$4,338.00	\$0.65	\$4,699.50	\$0.71	\$5,133.30
66	179	LF	\$3.00	\$537.00	\$4.50	\$805.50	\$4.96	\$969.94	\$5.40	\$966.60
67	973	SF	\$8.00	\$7,784.00	\$10.00	\$9,720.00	\$10.90	\$10,508.40	\$11.85	\$11,536.05
68	18	EA	\$250.00	\$4,500.00	\$400.00	\$7,200.00	\$452.16	\$7,778.88	\$475.00	\$8,550.00
69	1	LS	\$35,000.00	\$35,000.00	\$1.00	\$1.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
70	10	CY	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$266.63	\$2,666.30	\$325.00	\$3,250.00
71	100	TON	\$50.00	\$5,000.00	\$45.00	\$4,500.00	\$54.12	\$5,412.00	\$60.00	\$6,000.00
72	20	EA	\$250.00	\$5,000.00	\$200.00	\$4,000.00	\$287.36	\$5,747.20	\$500.00	\$10,000.00
<b>Traffic Signal Items</b>										
73	1	EA	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$18,826.13	\$18,826.13	\$4,375.00	\$4,375.00
74	136	LF	\$18.75	\$2,550.00	\$12.00	\$1,632.00	\$12.96	\$1,762.56	\$15.00	\$2,040.00
75	160	LF	\$20.00	\$3,200.00	\$30.00	\$4,800.00	\$32.41	\$5,185.60	\$37.50	\$6,000.00
76	1	EA	\$20,000.00	\$20,000.00	\$18,250.00	\$18,250.00	\$19,717.90	\$19,717.90	\$22,900.00	\$22,900.00
77	1	EA	\$25,000.00	\$25,000.00	\$19,735.00	\$19,735.00	\$21,921.89	\$21,921.89	\$24,700.00	\$24,700.00
78	1	EA	\$25,000.00	\$25,000.00	\$38,477.00	\$38,477.00	\$41,970.53	\$41,970.53	\$46,100.00	\$46,100.00
79	13	CY	\$1,000.00	\$13,000.00	\$800.00	\$10,400.00	\$864.32	\$11,236.16	\$1,000.00	\$13,000.00
80	5	EA	\$900.00	\$4,500.00	\$950.00	\$4,950.00	\$1,069.60	\$5,348.00	\$1,240.00	\$6,200.00
81	4	EA	\$1,600.00	\$6,400.00	\$1,672.00	\$6,688.00	\$1,806.43	\$7,225.72	\$2,100.00	\$8,400.00
82	156	LF	\$3.50	\$546.00	\$2.00	\$312.00	\$2.16	\$336.96	\$2.50	\$390.00
83	156	LF	\$3.50	\$546.00	\$2.00	\$312.00	\$2.16	\$336.96	\$2.50	\$390.00
84	255	LF	\$5.00	\$1,275.00	\$3.00	\$900.00	\$3.24	\$826.20	\$3.75	\$956.25
85	302	LF	\$5.00	\$1,510.00	\$3.00	\$900.00	\$3.24	\$978.48	\$3.75	\$1,132.50
86	241	LF	\$3.00	\$723.00	\$4.00	\$964.00	\$4.32	\$1,041.12	\$5.00	\$1,205.00
87	126	LF	\$3.00	\$378.00	\$4.00	\$504.00	\$4.32	\$544.32	\$5.00	\$650.00
88	2	EA	\$1,275.00	\$2,550.00	\$1,000.00	\$2,000.00	\$1,080.40	\$2,160.80	\$1,250.00	\$2,500.00
89	2	EA	\$1,625.00	\$3,250.00	\$1,200.00	\$2,400.00	\$1,256.48	\$2,512.96	\$1,500.00	\$3,000.00
90	4	EA	\$1,000.00	\$4,000.00	\$978.00	\$3,912.00	\$1,058.63	\$4,234.52	\$1,225.00	\$4,900.00
91	456	LF	\$2.25	\$1,026.00	\$2.00	\$912.00	\$2.16	\$984.96	\$2.50	\$1,140.00
92	2	EA	\$12,000.00	\$24,000.00	\$ 6,989.00	\$13,978.00	\$7,560.64	\$15,121.28	\$7.50	\$17,500.00
93	1	EA	\$22,000.00	\$22,000.00	\$ 29,000.00	\$29,000.00	\$31,331.60	\$31,331.60	\$36,250.00	\$36,250.00
94	2	EA	\$15,500.00	\$31,000.00	\$19,738.00	\$39,476.00	\$21,324.94	\$42,649.88	\$24,700.00	\$49,400.00
95	203	LF	\$3.50	\$710.50	\$ 2.00	\$406.00	\$2.16	\$438.48	\$2.50	\$507.50
96	248	LF	\$3.50	\$698.00	\$ 2.00	\$496.00	\$2.16	\$535.68	\$2.50	\$620.00
<b>Total Base Bid</b>										
										\$4,102,161.63
										\$4,839,002.71
										\$5,382,135.89

TABULATION OF BIDS  
 Eason Boulevard Improvements (Veterans to Briar Ridge)  
 City of Tupelo, MS  
 Project No. T19-515

BIDS RECEIVED  
 April 07, 2022 @ 10:00 am

Pay Item No.	Item	Quantity	Units	Gregory Construction			Ausbern Construction		
				Unit Costs	Item Total	Unit Costs	Item Total		
1	Clearing and Grubbing	1	LS	\$108,000.00	\$108,000.00	\$230,000.00	\$230,000.00		
2	Removal of Concrete	423	SY	\$20.00	\$8,460.00	\$10.00	\$4,230.00		
3	Removal of Headwall & FES	11	EA	\$7.50	\$82.50	\$750.00	\$8,250.00		
4	Removal of Rip Rap	84	SY	\$109.00	\$9,156.00	\$45.00	\$3,780.00		
5	Replacement of Mailbox	17	EA	\$6,239.00	\$106,063.00	\$250.00	\$4,250.00		
6	Removal of Inlets	4	EA	\$661.00	\$2,644.00	\$1,500.00	\$6,000.00		
7	Removal of Asphalt Pavement	6,075	SY	\$14.00	\$85,050.00	\$10.00	\$60,750.00		
8	Removal of Curb & Gutter	46	LF	\$61.00	\$2,806.00	\$25.00	\$1,150.00		
9	Removal of Pipes (All Types)	616	LF	\$27.00	\$16,632.00	\$15.00	\$9,240.00		
10	Relocation of Sign	18	EA	\$202.00	\$3,636.00	\$500.00	\$9,000.00		
11	Relocation of Fire Hydrant	1	EA	\$1,600.00	\$1,600.00	\$3,500.00	\$3,500.00		
12	Removal of Trees	13	EA	\$1,700.00	\$22,100.00	\$4,000.00	\$52,000.00		
13	Cold Milling Of Bituminous Pavement, All Depths	13,621	SY	\$5.00	\$68,105.00	\$6.00	\$81,726.00		
14	Borrow Excavation, AH, FME, Class B9	7,073	CY	\$38.00	\$266,774.00	\$25.00	\$176,825.00		
15	Unclassified Excavation, FM, AH	6,841	CY	\$22.00	\$150,502.00	\$15.00	\$102,615.00		
16	Solid Sodding, All Types	9,000	SY	\$5.00	\$45,000.00	\$8.00	\$72,000.00		
17	Grassing	2	AC	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00		
18	Watering	101	K GAL	\$26.00	\$2,626.00	\$100.00	\$10,100.00		
19	Mowing	8	AC	\$322.00	\$2,576.00	\$750.00	\$6,000.00		
20	Temporary Silt Fence	8,642	LF	\$5.00	\$43,210.00	\$4.00	\$34,568.00		
21	Wattles, 12"	970	LF	\$10.00	\$9,700.00	\$8.00	\$7,760.00		
22	Select Borrow	3,192	SY	\$33.00	\$105,336.00	\$28.00	\$89,376.00		
23	Granular Material, Crushed Stone	3,885	CY	\$90.00	\$350,550.00	\$90.00	\$350,550.00		
24	Granular Material, Clay Gravel	175	CY	\$76.00	\$13,300.00	\$100.00	\$17,500.00		
25	Geotextile Fabric	16,413	SY	\$3.00	\$49,239.00	\$5.00	\$82,065.00		
26	Hot Mix Asphalt, MT, 12.5-mm Mixture	1,876	TON	\$208.00	\$390,208.00	\$168.00	\$317,044.00		
27	Hot Mix Asphalt, MT, 19-mm Mixture	4,484	TON	\$204.00	\$916,776.00	\$154.00	\$689,076.00		
28	Hot Mix Asphalt, MT, 9.5-mm Mixture	3,972	TON	\$210.00	\$834,120.00	\$160.00	\$635,520.00		
29	Class "B" Structural Concrete, Minor Structures, Per Plans	144	CY	\$500.00	\$72,000.00	\$3,200.00	\$460,800.00		
30	Class "B" Structural Concrete, Per Plans	30	CY	\$3,700.00	\$111,888.00	\$3,000.00	\$90,720.00		
31	Reinforcing Steel	13,930	LB	\$3.00	\$41,790.00	\$4.00	\$55,720.00		
32	18" Reinforced Concrete Pipe, Class III	4,166	LF	\$64.00	\$266,624.00	\$68	\$284,328.50		
33	24" Reinforced Concrete Pipe, Class III	274	LF	\$90.00	\$24,660.00	\$101	\$27,674.00		
34	36" Reinforced Concrete Pipe, Class III	95	LF	\$195.00	\$18,525.00	\$192.50	\$18,287.50		
35	18" Reinforced Concrete Flared End Section, Class III	4	EA	\$1,100.00	\$4,400.00	\$1,100.00	\$4,400.00		
36	24" Reinforced Concrete Flared End Section, Class III	2	EA	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00		
37	36" Reinforced Concrete Flared End Section, Class III	4	EA	\$1,900.00	\$7,600.00	\$1,800.00	\$7,200.00		
38	Castings	3,985	LB	\$5.50	\$21,917.50	\$6.00	\$23,910.00		
39	Gratings	1,000	LB	\$4.50	\$4,500.00	\$6.00	\$6,000.00		
40	Geotextile Fabric for Subsurface Drainage, Type III	5,517	SY	\$3.50	\$19,309.50	\$5.00	\$27,585.00		
41	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM	484	CY	\$78.00	\$37,752.00	\$150.00	\$72,600.00		
42	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM	616	CY	\$62.00	\$38,192.00	\$150.00	\$92,400.00		
43	Combination Curb and Gutter, Type 2 Modified	6,969	LF	\$27.00	\$188,163.00	\$35.00	\$243,915.00		
44	Adjustment of Utility Appearance	9	EA	\$1,300.00	\$11,700.00	\$2,500.00	\$22,500.00		
45	Concrete Driveway With Reinforcement	1,021	CY	\$105.00	\$107,205.00	\$110.00	\$112,310.00		
46	Maintenance of Traffic	1	LS	\$367,000.00	\$367,000.00	\$172,500.00	\$172,500.00		
47	Additional Construction Signs	1	SF	\$14.00	\$14.00	\$10.00	\$10.00		
48	Standard Roadside Construction Signs, Less than 10 Square Feet	189	SF	\$2,646.00	\$500,000.00	\$10.00	\$1,890.00		
49	Standard Roadside Construction Signs, 10 Square Feet or More	40	SF	\$14.00	\$560.00	\$10.00	\$400.00		
50	Barricades, Type III, Single Faced	48	LF	\$35.00	\$1,680.00	\$28.00	\$1,248.00		
51	Mobilization	1	LS	\$315,000.00	\$315,000.00	\$580,564.00	\$580,564.00		
52	Temporary Traffic Stripe, Skip Yellow	13,830	LF	\$0.45	\$6,223.50	\$0.35	\$4,840.50		
53	Temporary Edge Stripe, Edge White	19,580	LF	\$0.45	\$8,811.00	\$0.35	\$6,853.00		
54	Temporary Traffic Stripe, Continuous Yellow	13,910	LF	\$0.45	\$6,259.50	\$0.35	\$4,868.50		

55	Temporary Detail Stripe, Detail White	2,570	LF	\$0.45	\$1,156.50	\$0.35	\$899.50
56	Temporary Detail Stripe, Detail Yellow	10,430	LF	\$0.45	\$4,693.50	\$0.35	\$3,650.50
57	Temporary Traffic Stripe, Skip White	14,460	LF	\$0.45	\$6,507.00	\$0.35	\$5,061.00
58	Temporary Legend White, Stop Bar	360	LF	\$2.00	\$720.00	\$1.50	\$540.00
59	Temporary Legend White	1,950	SF	\$3.50	\$6,825.00	\$2.50	\$4,875.00
60	6" Thermoplastic Traffic Stripe, Skip Yellow	6,914	LF	\$0.80	\$5,531.20	\$0.60	\$4,148.40
61	6" Thermoplastic Edge Stripe, Edge White	9,789	LF	\$1.50	\$14,683.50	\$1.00	\$9,789.00
62	6" Thermoplastic Traffic Stripe, Continuous Yellow	6,952	LF	\$1.50	\$10,428.00	\$1.00	\$6,952.00
63	6" Thermoplastic Detail Stripe, Detail White	1,285	LF	\$3.50	\$4,497.50	\$2.50	\$3,212.50
64	6" Thermoplastic Detail Stripe, Detail Yellow	5,213	LF	\$3.50	\$18,245.50	\$2.50	\$13,032.50
65	6" Thermoplastic Traffic Stripe, Skip White	7,230	LF	\$0.80	\$5,784.00	\$0.60	\$4,338.00
66	Thermoplastic Legend, White (Stop Bar)	179	LF	\$6.00	\$1,074.00	\$4.50	\$805.50
67	Thermoplastic Legend, White	973	SF	\$14.00	\$13,622.00	\$10.00	\$9,730.00
68	Traffic Signs	18	EA	\$540.00	\$9,720.00	\$400.00	\$7,200.00
69	Roadway Construction Stakes	1	LS	\$178,500.00	\$178,500.00	\$95,000.00	\$95,000.00
70	Flowable Fill	10	CY	\$2,140.00	\$21,400.00	\$400.00	\$4,000.00
71	Rip Rap 200#	100	TON	\$53.00	\$5,300.00	\$100.00	\$10,000.00
72	Right-of-Way Markers	20	EA	\$366.00	\$7,320.00	\$400.00	\$8,000.00
<b>Traffic Signal Items</b>							
73	Removal of Existing Signal Items	1	EA	\$4,700.00	\$4,700.00	\$3,622.50	\$3,622.50
74	2" PVC Pipe	136	LF	\$16.00	\$2,176.00	\$12.45	\$1,693.20
75	3" Bored Roll Pipe	160	LF	\$40.00	\$6,400.00	\$31.05	\$4,968.00
76	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 35' Arm	1	EA	\$24,600.00	\$24,600.00	\$18,888.75	\$18,888.75
77	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 45' Arm	1	EA	\$26,600.00	\$26,600.00	\$20,425.75	\$20,425.75
78	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 45' Arm & 70' Arm	1	EA	\$51,900.00	\$51,900.00	\$39,823.70	\$39,823.70
79	Pole Foundation, Class "B" Concrete	13	CY	\$1,100.00	\$14,300.00	\$828.00	\$10,764.00
80	Traffic Signal Heads, Type 1 LED	5	EA	\$1,300.00	\$6,500.00	\$1,024.65	\$5,123.25
81	Traffic Signal Heads, Type 2FYA LED	4	EA	\$2,300.00	\$9,200.00	\$1,730.52	\$6,922.08
82	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #14, 5 Conductor	156	LF	\$2.50	\$390.00	\$2.07	\$322.92
83	Electric Cable (Aerial Supported In Conduit), IMSA 20-1, AWG #14, 5 Conductor	156	LF	\$2.50	\$390.00	\$2.07	\$322.92
84	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #14, 10 Conductor	255	LF	\$4.00	\$1,020.00	\$3.11	\$793.05
85	Electric Cable (Aerial Supported In Conduit), IMSA 20-1, AWG #14, 10 Conductor	302	LF	\$4.00	\$1,208.00	\$3.11	\$939.22
86	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #12, 3 Conductor	241	LF	\$5.50	\$1,325.50	\$4.14	\$997.74
87	Electric Cable (Aerial Supported In Conduit), IMSA 20-1, AWG #12, 3 Conductor	126	LF	\$5.50	\$693.00	\$4.14	\$521.64
88	Pullboxes (Type 2)	2	EA	\$1,300.00	\$2,600.00	\$1,035.00	\$2,070.00
89	Pullboxes (Type 3)	2	EA	\$1,600.00	\$3,200.00	\$1,242.00	\$2,484.00
90	Optical Detector	4	EA	\$1,300.00	\$5,200.00	\$1,012.23	\$4,048.93
91	Optical Detector Cable	456	LF	\$2.50	\$1,140.00	\$2.07	\$943.92
92	Multi-Sensor Vehicle Detection Sensor	2	EA	\$9,400.00	\$18,800.00	\$7,242.93	\$14,485.86
93	Solid State Traffic Cabinet Assembly, Type 3 Cabinet, Type 1 Controller	1	EA	\$39,100.00	\$39,100.00	\$30,015.00	\$30,015.00
94	Video Vehicle Detection Sensor, Type 1	2	EA	\$26,600.00	\$53,200.00	\$20,429.00	\$40,858.00
95	Video Vehicle Detection Cable	203	LF	\$2.50	\$507.50	2.07	\$420.21
96	Multi-Sensor Vehicle Detection Cable	248	LF	\$2.50	\$620.00	2.07	\$513.36
					<b>\$5,784,765.20</b>	<b>\$5,808,601.90</b>	

Total Base Bid

**EASON BOULEVARD IMPROVEMENTS  
VETERANS BOULEVARD to BRIAR RIDGE  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (BID # 2022-015MT)**

Proposal of COOK & SON, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as LLC.\*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 365 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1 - APRIL 4, 2022

\*Insert "a corporation", "a partnership", or "an individual" as applicable



## CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: April 04, 2022

NAME OF PROJECT: **EASON BOULEVARD IMPROVEMENTS VETERANS  
BOULEVARD to BRIAR RIDGE**

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

### 1. INFORMATION FOR BIDDERS

- The attached Information for Bidders, dated 04/04/2022, shall replace and supersede the previous Information for Bidders, which was included in the Contract Documents. The information for Bidders has been amended to reflect the allowance of Fuel and Material Adjustments for certain items.

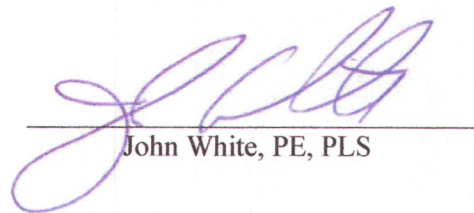
### 2. BID PROPOSAL

- The attached Bid Proposal, dated 04/04/2022, shall replace and supersede the previous Bid Proposal, which was included in the Contract Documents. The proposal has been amended to reflect fuel and material adjustment codes for certain items. The proposal has also been amended to reflect the correction of Pay Item 77 to include a single 45' arm instead of a double 45' arm.

### 3. CONSTRUCTION PLANS

- Replace Plan Sheet 4 (Q1 – Recapitulation of Quantities) with the attached Plan Sheet 4 (Q1 – Recapitulation of Quantities) dated 04/04/2022. This sheet has been amended to reflect fuel and material adjustment codes for certain items.
- Replace Plan Sheet 5 (Q2 – Recapitulation of Quantities) with the attached Plan Sheet 5 (Q2 – Recapitulation of Quantities) dated 04/04/2022. This sheet has been amended to reflect fuel and material adjustment codes for certain items.

Engineering Solutions, Inc.



\_\_\_\_\_  
John White, PE, PLS

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, his Certificate of Responsibility Number, his State License Number, and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER as specified herein.

### 3. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. **CONDITIONAL BIDS WILL NOT BE ACCEPTED.** Proposals in which the prices obviously are unbalanced may be rejected. The Owner reserves the right to waive any informalities or reject any and all bids.

### 4. TELEGRAPHIC MODIFICATION

Any Bidder may modify his Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, providing such telegraphic communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the Bid Price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed Bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

### 5. METHOD BIDDING

The OWNER invites only one Bid with alternates thereto, if any. Each Bidder must present a complete Proposal for all of the work as only one Contract will be awarded.

### 6. QUALIFICATIONS OF BIDDER

The OWNER may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplate therein.

### 7. BID SECURITY

Each Bid must be accompanied by cash, Certified Check of the Bidder, or a Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the Bid. Such cash, checks or Bid Bond will be returned to all except the three lowest Bidders after the opening of Bids. The remaining cash, checks or Bid Bonds will be returned after the OWNER and accepted Bidder have executed the Contract. If no award has been made within ninety (90) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, his Bid will be returned by the OWNER so long as the Bidder has not been notified of the acceptance of his Bid.

### 8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within (15) days after he has received notice of the acceptance of his Bid, shall forfeit to the OWNER (as liquidated damages for such failure or refusal) the security deposited with his Bid.

## 9. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder must agree to commence work on or before a date to be specified in a written NOTICE TO PROCEED of the OWNER and to fully complete the project within the Contract Time stated in the Agreement and/or Bid Proposal. The Bidder must also agree to pay (as liquidated damages) the sum stated in the Bid Proposal for each working day thereafter as hereinafter provided in the General Conditions.

## 10. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the project and employment of labor thereon by conducting site visits and becoming thoroughly familiar with the Contract Documents. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

## 11. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretations should be in writing, addressed to:

ENGINEERING SOLUTIONS, INC., 1324 N. VETERANS BLVD. TUPELO, MS 38804

and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be mailed, to all prospective Bidders (at the respective addresses furnished for such purposes) prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda of interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract documents.

## 12. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this Contract and furnishing materials in compliance with this Contract as specified in the General Conditions included herein. The surety on such Bond or Bonds shall be a duly authorized surety company satisfactory to the OWNER.

## 13. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney.

## 14. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

## 20. FUEL ADJUSTMENTS

Because of the uncertainty in estimating the costs of petroleum products that will be required during the life of the contract, an adjustment in compensation for certain materials may be allowed. When the pay item on the bid sheets indicate that an adjustment is allowed, an adjustment will be provided as set out in Section 109 of the Mississippi Department of Transportation Standard Specifications for Road and Bridge Construction (2017 Edition). The base prices for fuels and materials to be used in calculating price adjustments for this project are as shown on the following industry wide indexes for the month of March as provided by MDOT.

March 7, 2022

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in March 2022 are furnished as follows.

### FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$2.8312	\$0.7479
Diesel	\$3.2357	\$0.8548

### MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$2.6344	\$625.00	\$0.6959	\$688.93
Viscosity Grade AC-10	\$2.6238	\$622.50	\$0.6931	\$686.18
Viscosity Grade AC-20	\$2.5206	\$598.00	\$0.6659	\$659.17
Viscosity Grade AC-30	\$2.5206	\$598.00	\$0.6659	\$659.17
Grade PG-64-22	\$2.5206	\$598.00	\$0.6659	\$659.17
Grade PG-67-22	\$2.4605	\$583.75	\$0.6500	\$643.46
Grade PG-76-22	\$3.0559	\$725.00	\$0.8073	\$799.16
Grade PG-82-22	\$3.4282	\$813.33	\$0.9056	\$896.53
<u>EMULSIFIED ASPHALTS, PRIMES, &amp; TACK COATS</u>				
Grade SS-1	\$2.2129		\$0.5846	
Grade RS-2C (CRS-2)	\$2.5976		\$0.6862	
Grade CRS-2P	\$2.9118		\$0.7692	
Grade EA-1, EPR-1, & AE-P	\$3.4500		\$0.9114	
Grade CSS-1 & 1H (Undiluted)	\$2.5593		\$0.6761	
Grade CSS-1 & 1H	\$1.8300		\$0.4834	

SHANE MARTIN, P.E.  
STATE CONSTRUCTION ENGINEER

DSM: wcc

## 15. METHOD OF AWARD

If, at the time this Contract is to be awarded, the lowest Base Bid or lowest Base Bid plus any combination of alternates (at the owner's discretion) submitted by a responsible Bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Contract; the Contract will be awarded to the lowest qualified Bidder. If such Bid exceeds such amount, the OWNER may reject all Bids.

## 16. OBLIGATION OF BIDDER

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid.

## 17. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall

- A. Comply with the safety standards provisions of applicable laws, building and construction codes.
- B. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.
- C. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.

## 18. SCOPE OF WORK

The Bidder agrees to perform all the work described in the Contract Documents and to construct the work, complete in place and ready to use.

## 19. PRECEDENCE OF DOCUMENTS

The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy in the following order: Addenda, General Specifications, Technical (Item) Specifications, Construction Plans, Information for Bidders, Special Conditions and General Conditions

**EASON BOULEVARD IMPROVEMENTS  
VETERANS BOULEVARD to BRIAR RIDGE  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (BID # 2022-015MT)**

**(REVISED 04-04-22)**

Proposal of COOK & SON, LLC (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of Mississippi, doing business as LLC.\*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 365 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1 - April 4, 2022

\*Insert "a corporation", "a partnership", or "an individual" as applicable

**EASON BOULEVARD IMPROVEMENTS  
VETERANS BOULEVARD to BRIAR RIDGE  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (BID # 2022-015MT)**

**(REVISED 04-04-22)**

The BIDDER agrees to perform all WORK for the construction of EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

**CONTRACT – EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Clearing & Grubbing	1 L.S.	\$5,000.00 Five Thousand Dollars	\$ 5,000.00
2.	Removal of Concrete	423 S.Y.	\$10.00 Ten Dollars	\$ 4,230.00
3.	Removal Headwall & FES	11 EA.	\$500.00 Five Hundred Dollars	\$ 5,500.00
4.	Removal of Rip Rap	84 S.Y.	\$20.00 Twenty Dollars	\$ 1,680.00
5.	Replacement of Mailbox	17 Each	\$250.00 Two Hundred Fifty Dollars	\$ 4,250.00
6.	Removal of Inlets	4 Each	\$500.00 Five Hundred Dollars	\$ 2,000.00
7.	Removal of Asphalt Pavement	6,075 S.Y.	\$10.00 Ten Dollars	\$ 60,750.00
8.	Removal of Curb & Gutter	46 Lin. Ft.	\$10.00 Ten Dollars	\$ 460.00

9.	Removal of Pipes (All Types)	616 L.F.	<u>\$10.00</u> <u>Ten Dollars</u>	<u>\$ 6,160.00</u>
10.	Relocation of Sign	18 Each	<u>\$150.00</u> <u>One Hundred Fifty Dollars</u>	<u>\$ 2,700.00</u>
11.	Relocation of Fire Hydrant	1 Each	<u>\$3,500.00</u> <u>Three Thousand Five Hundred Dollars</u>	<u>\$ 3,500.00</u>
12.	Removal of Trees	13 Each	<u>\$1,063.00</u> <u>One Thousand Sixty Three Dollars</u>	<u>\$ 13,819.00</u>
13.	Cold Milling of Bituminous Pavement, All Depths	13,621 S.Y.	<u>\$4.00</u> <u>Four Dollars</u>	<u>\$ 54,484.00</u>
14.	Borrow Excavation, AH, FME, Class B9 (E)	7,073 C.Y.	<u>\$14.00</u> <u>Fourteen Dollars</u>	<u>\$ 99,022.00</u>
15.	Unclassified Excavation, FM, AH (E)	6,841 C.Y.	<u>\$9.00</u> <u>Nine Dollars</u>	<u>\$ 61,569.00</u>
16.	Solid Sodding, All Types	9,000 S.Y.	<u>\$4.00</u> <u>Four Dollars</u>	<u>\$ 36,000.00</u>
17.	Grassing	2 Acre	<u>\$2,000.00</u> <u>Two Thousand Dollars</u>	<u>\$ 4,000.00</u>
18.	Watering	101 KGal.	<u>\$20.00</u> <u>Twenty Dollars</u>	<u>\$ 2,020.00</u>
19.	Mowing	8 Acre	<u>\$100.00</u> <u>One Hundred Dollars</u>	<u>\$ 800.00</u>
20.	Temporary Silt Fence	8,642 Lin.Ft.	<u>\$3.25</u> <u>Three Dollars and Twenty Five Cents</u>	<u>\$ 28,086.50</u>
21.	Wattles, 12"	970 L.F.	<u>\$6.00</u> <u>Six Dollars</u>	<u>\$ 5,820.00</u>



22.	Select Borrow (PM)(GY)	3,192 C.Y.	<u>\$14.00</u> <u>Fourteen Dollars</u>	<u>\$ 44,688.00</u>
23.	Granular Material (Crushed Stone) (GY)	3,895 C.Y.	<u>\$65.00</u> <u>Sixty Five Dollars</u>	<u>\$ 253,175.00</u>
24.	Granular Material (Clay Gravel) (GY)	175 C.Y.	<u>\$35.00</u> <u>Thirty Five Dollars</u>	<u>\$ 6,125.00</u>
25.	Geotextile Fabric	16,413 S.Y.	<u>\$2.00</u> <u>Two Dollars</u>	<u>\$ 32,286.00</u>
26.	Hot Mix Asphalt, ST (12.5 mm) (B) (A1)	1,876 TON	<u>\$169.30</u> <u>One Hundred Sixty Nine Dollars and Thirty Cents</u>	<u>\$ 317,606.80</u>
27.	Hot Mix Asphalt, ST (19 mm) (B) (A1)	4,494 TON	<u>\$154.70</u> <u>One Hundred Fifty Four Dollars and Seventy Cents</u>	<u>\$ 695,221.80</u>
28.	Hot Mix Asphalt, ST (9.5 mm) (B) (A1)	3,972 TON	<u>\$166.90</u> <u>One Hundred Sixty Six Dollars and Ninety Cents</u>	<u>\$ 662,926.80</u>
29.	Class B Structural Concrete, Minor Structures, Per Plans (S)	144 C.Y.	<u>\$1,500.00</u> <u>One Thousand Five Hundred Dollars</u>	<u>\$ 216,000.00</u>
30.	Class B Structural Concrete (S)	30.24 C.Y.	<u>\$1,600.00</u> <u>One Thousand Six Hundred Dollars</u>	<u>\$ 48,384.00</u>
31.	Reinforcing Steel	13,930 LB.	<u>\$1.86</u> <u>One Dollar and Eighty Six Cents</u>	<u>\$ 25,909.80</u>
32.	18" RCP, Class III (S)	4,166 L.F.	<u>\$41.75</u> <u>Forty One Dollars and Seventy Five Cents</u>	<u>\$ 173,930.50</u>
33.	24" RCP, Class III (S)	274 L.F.	<u>\$52.70</u> <u>Fifty Two Dollars and Seventy Cents</u>	<u>\$ 14,439.80</u>
34.	36" RCP, Class III (S)	95 L.F.	<u>\$89.15</u> <u>Eighty Nine Dollars and Fifteen Cents</u>	<u>\$ 8,469.25</u>
35.	18" Concrete FES (S)	4 EA.	<u>\$1,000.00</u> <u>One Thousand Dollars</u>	<u>\$ 4,000.00</u>

36.	24" Concrete FES (S)	2 EA.	\$1,000.00 One Thousand Dollars	\$ 2,000.00
37.	36" Concrete FES (S)	4 EA.	\$1,790.00 One Thousand Seven Hundred Ninety Dollars	\$ 7,160.00
38.	Castings	3,985 LB.	\$3.00 Three Dollars	\$ 11,955.00
39.	Gratings	1,000 LB.	\$3.00 Three Dollars	\$ 3,000.00
40.	Geotextile Fabric for Subsurface Drainage (Type III)	5,517 S.Y.	\$2.00 Two Dollars	\$ 11,034.00
41.	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM	484 C.Y.	\$35.00 Thirty Five Dollars	\$ 16,940.00
42.	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM	616 C.Y.	\$25.00 Twenty Five Dollars	\$ 15,400.00
43.	Combination Curb & Gutter, All Types (C)	6,969 L.F.	\$24.50 Twenty Four Dollars and Fifty Cents	\$ 170,740.50
44.	Adjustment of Utility Appurtenance	9 Each	\$2,000.00 Two THOUSAND DOLLARS	\$ 18,000.00
45.	Concrete Driveways With Reinforcement (C)	1,021 S.Y.	\$96.50 Ninety Six Dollars and Fifty Cents	\$ 98,526.50
46.	Maintenance of Traffic	1 L.S.	\$82,750.00 Eighty Two Thousand Seven Hundred Fifty Dollars	\$ 82,750.00
47.	Additional Construction Signs	1 S.F.	\$10.00 Ten Dollars	\$ 10.00
48.	Standard Roadside Construction Signs, Less than 10 Square Feet	189 S.F.	\$10.00 Ten Dollars	\$ 1,890.00
49.	Standard Roadside Construction Signs, 10 Square Feet or More	40 S.F.	\$10.00 Ten Dollars	\$ 400.00

50.	Barricades, Type III Single Faced	48 L.F.	\$26.00 <u>Twenty Six Dollars</u>	<u>\$ 1,248.00</u>
51.	Mobilization	1 L.S.	\$449,464.48 <u>Four Hundred Forty Nine Thousand Four Hundred Sixty Four Dollars and Forty Eight Cents</u>	<u>\$ 449,464.48</u>
52.	Temporary Traffic Stripe, Skip Yellow	13,830 L.F.	\$0.35 <u>Thirty Five Cents</u>	<u>\$ 4,840.50</u>
53.	Temporary Traffic Stripe, Edge White	19,580 L.F.	\$0.35 <u>Thirty Five Cents</u>	<u>\$ 6,853.00</u>
54.	Temporary Traffic Stripe, Continuous Yellow	13,910 L.F.	\$0.35 <u>Thirty Five Cents</u>	<u>\$ 4,868.50</u>
55.	Temporary Detail Stripe, White	2,570 L.F.	\$0.35 <u>Thirty Five Cents</u>	<u>\$ 899.50</u>
56.	Temporary Detail Stripe, Yellow	10,430 L.F.	\$0.35 <u>Thirty Five Cents</u>	<u>\$ 3,650.50</u>
57.	Temporary Traffic Stripe, Skip White	14,460 L.F.	\$0.35 <u>Thirty Five Cents</u>	<u>\$ 5,061.00</u>
58.	Temporary Legend White, (Stop Bar)	360 L.F.	\$1.50 <u>One Dollar and Fifty Cents</u>	<u>\$ 540.00</u>
59.	Temporary Legend White,	1,950 S.F.	\$2.50 <u>Two Dollars and Fifty Cents</u>	<u>\$ 4,875.00</u>
60.	6" Thermoplastic Traffic Stripe, Skip Yellow	6,914 L.F.	\$0.60 <u>Sixty Cents</u>	<u>\$ 4,148.40</u>
61.	6" Thermoplastic Edge Stripe, Edge White	9,789 L.F.	\$1.00 <u>One Dollar</u>	<u>\$ 9,789.00</u>
62.	6" Thermoplastic Traffic Stripe, Continuous Yellow	6,952 L.F.	\$1.00 <u>One Dollar</u>	<u>\$ 6,952.00</u>
63.	6" Thermoplastic Detail Stripe, White	1,285 L.F.	\$2.50 <u>Two Dollars and Fifty Cents</u>	<u>\$ 3,212.50</u>

64.	6" Thermoplastic Detail Stripe, Yellow	5,213 L.F.	\$2.50 Two Dollars and Fifty Cents	\$ 13,032.50
65.	6" Thermoplastic Traffic Stripe, Skip White	7,230 L.F.	\$0.60 Sixty Cents	\$ 4,338.00
66.	Thermoplastic Legend, White (Stop Bar)	179 L.F.	\$4.50 Four Dollars and Fifty Cents	\$ 805.50
67.	Thermoplastic Legend, White	973 S.F.	\$10.00 Ten Dollars	\$ 9,730.00
68.	Traffic Signs	18 Each	\$400.00 Four Hundred Dollars	\$ 7,200.00
69.	Roadway Construction Stakes	1 L.S.	\$1.00 One Dollar	\$ 1.00
70.	Flowable Fill	10 C.Y.	\$200.00 Two Hundred Dollars	\$ 2,000.00
71.	Rip Rap 200#	100 TON	\$45.00 Fourty Five Dollars	\$ 4,500.00
72.	Right-of-Way Markers	20 EA.	\$200.00 Two Hundred Dollars	\$ 4,000.00
73.	Removal of Existing Signal Items	1 L.S.	\$3,500.00 Three Thousand Five Hundred Dollars	\$ 3,500.00
74.	2" PVC Pipe	136 L.F.	\$12.00 Twelve Dollars	\$ 1,632.00
75.	3" Bored Roll Pipe	160 L.F.	\$30.00 Thirty Dollars	\$ 4,800.00
76.	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 35' Arm	1 EA.	\$18,250.00 Eighteen Thousand Two Hundred Fifty Dollars	\$ 18,250.00
77.	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 45' Arm	1 EA.	\$19,735.00 Nineteen Thousand Seven Hundred Thirty Five Dollars	\$ 19,735.00

78.	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 45' Arm & 70' Arm	1 EA.	<u>\$38,477.00</u> <u>Thirty Eight Thousand Four</u> <u>Hundred Seventy Seven</u> <u>Dollars</u>	<u>\$ 38,477.00</u>
79.	Pole Foundations, Class "B" Concrete	13 C.Y.	<u>\$800.00</u> <u>Eight Hundred Dollars</u>	<u>\$ 10,400.00</u>
80.	Traffic Signal Heads, Type 1 LED	5 EA.	<u>\$990.00</u> <u>Nine Hundred Ninety</u> <u>Dollars</u>	<u>\$ 4,950.00</u>
81.	Traffic Signal Heads, Type 2FYA LED	4 EA.	<u>\$1,672</u> <u>One Thousand Six Hundred</u> <u>Seventy Two Dollars</u>	<u>\$ 6,688.00</u>
82.	Electric Cable, (Underground In Conduit), IMSA20-1, AWG #14, 5 Conductor	156 Lin. Ft.	<u>\$2.00</u> <u>Two Dollars</u>	<u>\$ 312.00</u>
83.	Electric Cable, (Aerial Supported In Conduit), IMSA20-1, AWG #14, 5 Conductor	156 Lin. Ft.	<u>\$2.00</u> <u>Two Dollars</u>	<u>\$ 312.00</u>
84.	Electric Cable, (Underground In Conduit), IMSA20-1, AWG #14, 10 Conductor	255 Lin. Ft.	<u>\$3.00</u> <u>Three Dollars</u>	<u>\$ 765.00</u>
85.	Electric Cable, (Aerial Supported In Conduit), IMSA20-1, AWG #14, 10 Conductor	302 Lin. Ft.	<u>\$3.00</u> <u>Three Dollars</u>	<u>\$ 906.00</u>
86.	Electric Cable, (Underground In Conduit), IMSA20-1, AWG #12, 3 Conductor	241 Lin. Ft.	<u>\$4.00</u> <u>Four Dollars</u>	<u>\$ 964.00</u>
87.	Electric Cable, (Aerial Supported In Conduit), IMSA20-1, AWG #12, 3 Conductor	126 Lin. Ft.	<u>\$4.00</u> <u>Four Dollars</u>	<u>\$ 504.00</u>
88.	Pullboxes (Type 2)	2 Each	<u>\$1,000.00</u> <u>One Thousand</u>	<u>\$ 2,000.00</u>
89.	Pullboxes (Type 3)	2 Each	<u>\$1,200.00</u> <u>Twelve Hundred</u> <u>Dollars</u>	<u>\$ 2,400.00</u>
90.	Optical Detector	4 Each	<u>\$978.00</u> <u>Nine Hundred Seventy</u> <u>Eight Dollars</u>	<u>\$ 3,912.00</u>
91.	Optical Detector Cable	456 Lin. Ft.	<u>\$2.00</u> <u>Two Dollars</u>	<u>\$ 912.00</u>

92.	Multi-Sensor Vehicle Detection Sensor	2 Each	<u>\$6,998.00</u> Six Thousand Nine Hundred Ninety Eight Dollars	\$ <u>13,996.00</u>
93.	Solid State Traffic Cabinet Assembly, Type 3 Cabinet, Type 1 Controller	1 Each	<u>\$29,000.00</u> Twenty Nine Thousand Dollars	\$ <u>29,000.00</u>
94.	Video Vehicle Detection Sensor, Type 1	2 Each	<u>\$19,738.00</u> Nineteen Thousand Seven Hundred Thirty Eight Dollars	\$ <u>39,476.00</u>
95.	Video Vehicle Detection Cable	203 Lin. Ft.	<u>\$2.00</u> Two Dollars	\$ <u>406.00</u>
96.	Multi-Sensor Vehicle Detection Cable	248 Lin. Ft.	<u>\$2.00</u> Two Dollars	\$ <u>496.00</u>

**TOTAL OF BID ITEMS (1-96)**

\$ 4,101,621.63

\$ Four Million One Hundred One Thousand Six Hundred Twenty One Dollars and Sixty Three Cents  
**(TOTAL IN WORDS)**

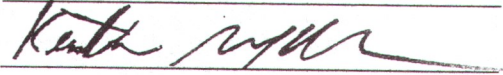
NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Items denoted with the following codes; (E), (GY), (B), (S), (C) shall be eligible for Fuel Cost Adjustment as set out in the Specifications. Items denoted with the code (A1) shall be eligible for Construction Materials Compensation Adjustment as set out in the Specifications.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

**RESPECTFULLY SUBMITTED:**

Company Cook and Son, LLC Attest: \_\_\_\_\_  
 Signature  SEAL (if Bid is by a Corporation)  
 Title Owner  
 Address 60146 Seminole Road  
Smithville, MS 38870

**EASON BOULEVARD IMPROVEMENTS  
VETERANS BOULEVARD to BRIAR RIDGE  
CITY OF TUPELO, MISSISSIPPI**

**AGREEMENT**

This AGREEMENT, made this 7 day of April, 2022, by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and COVE EASON LLC, doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called "CONTRACTOR".

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 365 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of 4,101,621.63, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Documents
  - (E) Bid Bond
  - (F) Agreement
  - (G) Certificate of Owner's Attorney
  - (H) General Conditions
  - (I) Special Conditions
  - (J) Payment Bond
  - (K) Performance Bond
  - (L) Notice of Award
  - (M) Notice to Proceed
  - (N) Change Order
  - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

**AGREEMENT (CONT.)**

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

**OWNER:**

***CITY OF TUPELO, MISSISSIPPI***

**BY:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER'S SEAL**

**CONTRACTOR:**

**BY:** *Kent M. Cook*  
Name: *Kenneth M. Cook*  
Title: *owner*

**ATTEST:**

**BY:** *Kandyll Donahue*  
Name: *Kandyll Donahue*  
Title: *HR*

**CORPORATE SEAL**

NOTE: If CONTRACTOR is a corporation, secretary should attest.



**EASON BOULEVARD IMPROVEMENTS  
VETERANS BOULEVARD to BRIAR RIDGE  
CITY OF TUPELO, MISSISSIPPI**

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, Kenneth M. Cook - COOKEASON LLC, the duly authorized and acting legal representative of THE CITY OF TUPELO, MISSISSIPPI, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

NAME: Kenneth M. Cook

DATE: 4/7/22

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

**INFORMATION FOR BIDDERS****(REVISED 04-04-22)****1. RECEIPT AND OPENING OF BIDS**

The City of Tupelo, Mississippi, (hereinafter called the "OWNER"), invites Bids on the forms attached hereto. Bids will be received by the OWNER at City Hall, 71 East Troy St., 1<sup>st</sup> Floor Purchasing Office, Attn: Traci Dillard until the time specified in the ADVERTISEMENT FOR BIDS, and then publicly opened and read aloud at the Tupelo City Council Chambers on 2<sup>nd</sup> floor. The envelope containing the Bids must be sealed and addressed to: CITY OF TUPELO, MISSISSIPPI, and designated as Bid for EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE – BID # 2022-015MT along with the additional required information as set forth in the Preparation of Bid section contained herein.

Contract Documents, including Drawings and Specifications, may be viewed and/or purchased at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding the website or obtaining bid documents should be directed to PH Bidding Group at 662-407-0193. Contract Documents, including Drawings and Specifications, may also be examined at the Tupelo City Hall (address above) or at Engineering Solutions, Inc. located at 1324 N Veterans Tupelo, MS.

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Each bid submitted must be marked on the outside "Bid for EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE – BID # 2022-015MT". Any bid in excess of \$50,000 must contain on the outside of the envelope the contractor's current certificate of responsibility number, and no bid shall be opened or considered unless this number appears on the outside of the envelope or unless a statement is included on the outside of the envelope indicating that the bid enclosed does not exceed \$50,000. When bidders chose to submit bids electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000.00), on the exterior of the bid envelope shall be deemed in compliance by including the same information as an attachment with the electronic bid submittal.

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof.

When a non-resident contractor submits a Bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 1988. Bidders residing in the states having no contractor preference law shall so state in a letter on contractor's letterhead attached to his bid.

**2. PREPARATION OF BID**

Each bid must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in (in ink or typewritten) and the foregoing certification must be fully completed when submitted. Should the Bidder fail to correctly submit a Unit Price for Each item, his Bid will be classed as irregular. Failure to properly sign Proposals shall disqualify same.

**EASON BOULEVARD IMPROVEMENTS  
VETERANS BOULEVARD to BRIAR RIDGE  
CITY OF TUPELO, MISSISSIPPI**

**BID BOND**

Know all men by these presents, that we, the undersigned, Cook & Son, LLC, as Principal, and The Gray Casualty & Surety Company as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of Five percent of Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 7th day of April, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

**EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE**

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

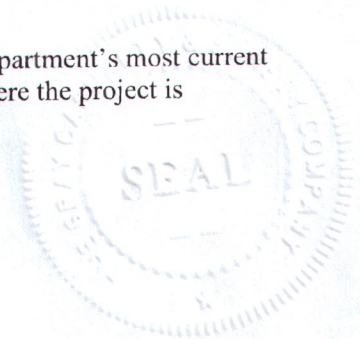
In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Kent Myler (L.S.) Kent Myler  
(Principal) Cook & Son, LLC

[Signature]  
(Surety) The Gray Casualty & Surety Company

By: Kyle Chandler IV, Attorney in Fact

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** NA                      **Principal:** Cook & Son, LLC  
**Project:** Eason Boulevard Improvements, Veterans Boulevard to Briar Ridge

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 7<sup>th</sup> day of April, 2022.

*Mark Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 7<sup>th</sup> day of April, 2022.

*Leigh Anne Henican*





## Tupelo Major Thoroughfare Program Minutes February 14, 2022

Members present: Terry Bullard, Raphael Henry, C W Jackson, Stuart Johnson, Ernie Joyner, Charlotte Loden, Greg Pirkle, Danny Riley, Ted Roach, Drew Robertson, and Dan Rupert

Members not present: Bill Cleveland, Robin Haire, Chris Hussey, Jon Milstead, and Brent Waldrop

Others present: Dennis Bonds, Caleb McCluskey, Renee Newton, Tanner Newman, Jenny Savely, Johnny Timmons, John White, and Chuck Williams

Chairman Pirkle called meeting to order.

Renee Newton called roll.

Chairman Pirkle welcomed the new City Planner, Jenny Savely.

Chairman Pirkle asked the Committee to review and approve the minutes of the January 10, 2022, Major Thoroughfare Program regular meeting. Ernie Joyner made motion to accept minutes. Danny Riley seconded the motion. Minutes were approved unanimously by Committee.

Dennis Bonds reviewed the Major Thoroughfare Phase VI Budget Report for the month ending January 31, 2022. Beginning cash balance was \$1,920,411. Total Expenditures were \$267,739 for Jackson Street - Clayton to Madison. Ending cash balance for Phase VI Budget was \$1,652,673.

Mr. Bonds also reviewed the Major Thoroughfare Phase VII Budget Report for the same time period. Revenue for the month of January included Property Tax revenue collected and interest earned for a total of \$584,844. Total Expenditures for December were \$8,334 for Personnel Cost. Ending cash balance for Phase VII was \$647,875.

Dennis Bonds reviewed updates on the current projects.

### **MTP ROAD MAINTENANCE**

Scrub Seal for Airpark bids opened on 1/21. No Bidders. Plan to re-advertise at a date TBD. Mr. Bonds explained there are very few contractors performing this type work. Chuck Williams stated that Air Park Rd will be treated this summer either with the Scrub Seal or traditional Mill & Overlay.

Micro Surface bids opened on 2/9. Will be presented to Council for approval on 2/15. Streets included are S Industrial, Lumpkin Ave from Main St to W Jackson St, and Beech Springs Rd. Chuck Williams explained that the cost to Mill & Overlay S Industrial would be \$200,000. The cost to Micro Surface all three areas is \$160,000.

### **W JACKSON STREET (CLAYTON TO MADISON)**

Stamped crosswalks, a little concrete, signage, and punch list items remain to close out the job.

**W JACKSON ST (AIR PARK TO COLEY)**

All work complete, Contractor submitted final pay request. Job completed at a cost of \$3,863,465.05. This is \$184,289.34 **UNDER** contract amount.

**EASON BLVD (S VETERANS TO BRIAR RIDGE)**

White Hill MB Church property needed for ROW appraised at \$4800. The most the City can offer is \$10,000. Church had requested other compensation that would cost the City more than what can legally be offered. The Church agree to accept \$10,000.

Motion to pay \$10,000 to White Hill MB Church for land needed for right- of-way for Eason Blvd improvements was made by Dan Rupert. Terry Bullard seconded the motion. Motion approved unanimously by Committee.

**W JACKSON ST (AIR PARK TO CLAYTON)**

Potential ROW Issues. John White explained discrepancies have been found between deeds and the tax parcel maps. Engineer will need more time to research the discrepancies. Field work of locating existing items can continue while title searches are done.

**MDOT PARTNER PROJECT AT MCCULLOUGH/HWY 45/HILDA AVE**

Met with Matt Dunn on January 27. MDOT had internal meeting to discuss this project on January 31. MDOT has requested to be on the MTC Agenda for the March Meeting.


**MDOT WORK**

March 2022 Letting - Belden to Mt. Vernon Overlay on McCullough Blvd.

Hwy 145 Turn Lane from NTP to Birmingham Ridge Road let on November 23. Cook & Son was low bidder at \$1.32 million.

With no further business to discuss, the meeting was adjourned.

  
 \_\_\_\_\_  
 Chairman Greg Pirkle

  
 \_\_\_\_\_  
 Submitted by ~~Dennis Bonds~~  
 Renee W Newton



## Tupelo Major Thoroughfare Program Minutes March 7, 2022

Members present: Terry Bullard, Robin Haire, Raphael Henry, C W Jackson, Stuart Johnson, Ernie Joyner, Charlotte Loden, Greg Pirkle, Danny Riley, Ted Roach, Drew Robertson, and Dan Rupert

Members not present: Bill Cleveland and Jon Milstead

Chris Hussey and Brent Waldrop rolled off the Committee at the beginning of March and were not reappointed.

Others present: Dennis Bonds, Renee Newton, Buddy Palmer, Janet Gaston, Chuck Williams, Johnny Timmons, Mayor Todd Jordan, Tanner Newman, Scott Costello, Don Lewis, Kim Hanna, Caleb McCluskey, Jenny Savely, John White, Voz Kapenekas, Tyler Hathcock, Scott Rumble, Matt Dunn, and Jessica Dilly

Chairman Pirkle called meeting to order.

Renee Newton called roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the February 14, 2022, Major Thoroughfare Program regular meeting. Danny Riley made motion to accept minutes. Dan Rupert seconded the motion. Minutes were approved unanimously by Committee, with the correction of the year from 2021 to 2022.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending February 28, 2022. Beginning cash balance was \$1,920,411. Total Revenue from Interest Earned was \$82. Total Expenditures were \$2,427 for Jackson Street - Clayton to Madison. Ending cash balance for Phase VI Budget was \$1,918,067.

Mrs. Hanna also reviewed the Major Thoroughfare Phase VII Budget Report for the same time period. Beginning Cash Balance was \$647,875. Revenue for the month of January included Property Tax revenue collected and Interest Earned for a total of \$2,724,802. Total Expenditures for February were \$8,322 for Personnel Cost. Ending cash balance for Phase VII was \$3,364,355.

Dennis Bonds reviewed updates on the current projects.

### MTP ROAD MAINTENANCE

Scrub Seal for Airpark re-advertises on April 6.

MTP Mill & Overlay Bid Tabs attached.

### W JACKSON STREET (CLAYTON TO MADISON)

Stamped crosswalks, a little concrete, signage, and punch list items remain to close out the job.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, Director of Public Works

**DATE:** April 11, 2022

**SUBJECT:** IN THE MATTER OF APPROVAL TO REMOVE FROM ASSETS AND AUCTION 3 PARK AND REC VEHICLES - CW

---

**Request:**

Request to auction and remove from assets the following vehicles listed below that were transferred from the Park and Rec Department -

1999 CHEVROLET S10 1GCCS14X0W8243953 PR5A – WORN OUT

1995 FORD RANGER BC10752 COT0005 1FTCR10X3SUA73204 PR23 – WORN OUT

2001 DODGE D1500 BC10760 1B7HC16Y51S182040 PR25 – WORN OUT





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, Director

**DATE:** April 14, 2022

**SUBJECT:** IN THE MATTER OF BID APPROVAL – ROADWAY MAINTENANCE PROGRAM 2022 ANNUAL TERM BID – 2022-014PW - **CW**

---

**Request:**

Request to approve the Roadway Maintenance Program 2022 Annual Term Bid – 2022-014PW

Please accept our recommendation to award the lowest and best bid to –

James A. Hodges Construction, Inc. \$20513.00

Three total bids were received and are as follows –

Hodges	\$20513.00
Phillips	\$39272.00
WG	\$40776.25



April 11, 2022

Mr. Chuck Williams  
Director of Public Works  
City of Tupelo  
604 Crossover Road  
Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT  
TUPELO ROADWAY MAINTENANCE PROGRAM  
2022 ANNUAL TERM BID – BID NO. 2022-014 PW

Dear Mr. Williams:

I am pleased to submit to you, the Mayor and the City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall in the City Council Chambers on Wednesday, April 6, 2022 at 10:00 AM local time.

Three bids were received for this project that included unit prices for forty-two (42) items that are routinely utilized in the maintenance and repair of roadway and drainage improvements projects. The bids ranged from \$20,513.00 - \$40,776.00 for the unit price bid. The low bid price submitted by James A. Hodges Construction, Inc. totaled \$20,513.00. This bid total, along with the individual unit prices for the bid items, fall within the typical amounts that are associated with this type of construction activity. The tabulation for the three bids is attached hereto.

This is a vital aspect of the City’s roadway maintenance program and, thus, it is my recommendation to seek approval from the City Council to award this contract to Hodges Construction in accordance with the bid proposal and Contract Documents for this project and authorize the Mayor to execute the contract on behalf of the City of Tupelo. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,  
DABBS CORPORATION

Dustin D. Dabbs, PE  
President

Attachment

- C: Don Lewis, COO, City of Tupelo
- Ben Logan, City Attorney, City of Tupelo
- Kim Hanna, CFO, City of Tupelo
- Jason Rush, TPW Street Department Mngr., City to Tupelo

@dabbscorp	OFFICE 662.840.4162	1005 N. Eason Boulevard
	MOBILE 601.927.4012	Tupelo, MS 38804

<b>BID TABULATION - BID NO. 2022-014PW</b> <b>CITY OF TUPELO, MISSISSIPPI</b> <b>TUPELO ROADWAY MAINTENANCE PROGRAM - 2022 ANNUAL BID</b> <b>BID DATE: 04/06/2022</b>									
				<b>HODGES CONSTRUCTION</b>		<b>PHILLIPS CONTRACTING</b>		<b>WG CONSTRUCTION</b>	
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QNTY.</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
<b>ROADWAY ITEMS</b>									
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	20.00	\$ 20.00	23.00	\$ 23.00	20.00	\$ 20.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	18.00	\$ 18.00	23.00	\$ 23.00	20.00	\$ 20.00
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	26.00	\$ 26.00	23.00	\$ 23.00	20.00	\$ 20.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	20.00	\$ 20.00	23.00	\$ 23.00	20.00	\$ 20.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	18.00	\$ 18.00	23.00	\$ 23.00	20.00	\$ 20.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	13.00	\$ 13.00	16.00	\$ 16.00	25.00	\$ 25.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	100.00	\$ 100.00	1,000.00	\$ 1,000.00	1,000.00	\$ 1,000.00
8	SAW CUT, FULL DEPTH	LF	1	13.00	\$ 13.00	10.00	\$ 10.00	18.00	\$ 18.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	20.00	\$ 20.00	23.00	\$ 23.00	21.00	\$ 21.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	25.00	\$ 25.00	23.00	\$ 23.00	15.00	\$ 15.00
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	28.00	\$ 28.00	25.00	\$ 25.00	25.00	\$ 25.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	50.00	\$ 50.00	75.00	\$ 75.00	75.00	\$ 75.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	300.00	\$ 300.00	280.00	\$ 280.00	285.00	\$ 285.00
<b>BASE BID SUB-TOTAL</b>				<b>\$ 651.00</b>	<b>\$ 651.00</b>	<b>\$ 1,567.00</b>	<b>\$ 1,567.00</b>	<b>\$ 1,564.00</b>	<b>\$ 1,564.00</b>
<b>DRAINAGE ITEMS</b>									
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	16.00	\$ 16.00	30.00	\$ 30.00	30.00	\$ 30.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	20.00	\$ 20.00	40.00	\$ 40.00	45.00	\$ 45.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	20.00	\$ 20.00	30.00	\$ 30.00	28.00	\$ 28.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" - 48"	LF	1	18.00	\$ 18.00	40.00	\$ 40.00	45.00	\$ 45.00
18	REINF. CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL	CY	1	1,500.00	\$ 1,500.00	2,500.00	\$ 2,500.00	3,500.00	\$ 3,500.00
19	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	3,000.00	\$ 3,000.00	6,500.00	\$ 6,500.00	7,000.00	\$ 7,000.00
20	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GRATE	EA	1	3,000.00	\$ 3,000.00	6,500.00	\$ 6,500.00	8,500.00	\$ 8,500.00
21	REINF. CONCRETE DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	CY	1	3,000.00	\$ 3,000.00	2,500.00	\$ 2,500.00	5,000.00	\$ 5,000.00
22	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	3,000.00	\$ 3,000.00	2,500.00	\$ 2,500.00	7,500.00	\$ 7,500.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	1,500.00	\$ 1,500.00	6,500.00	\$ 6,500.00	1,200.00	\$ 1,200.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	1,800.00	\$ 1,800.00	2,500.00	\$ 2,500.00	1,800.00	\$ 1,800.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	1,500.00	\$ 1,500.00	3,500.00	\$ 3,500.00	3,500.00	\$ 3,500.00
26	CONCRETE, IN PLACE	CY	1	500.00	\$ 500.00	3,000.00	\$ 3,000.00	300.00	\$ 300.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	30.00	\$ 30.00	\$ 46.00	\$ 46.00	15.00	\$ 15.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	\$ 35.00	\$ 55.00	\$ 55.00	20.00	\$ 20.00
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	\$ 35.00	\$ 46.00	\$ 46.00	15.00	\$ 15.00
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	38.00	\$ 38.00	\$ 55.00	\$ 55.00	25.00	\$ 25.00
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	\$ 35.00	\$ 46.00	\$ 46.00	20.00	\$ 20.00
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	\$ 40.00	\$ 55.00	\$ 55.00	35.00	\$ 35.00
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	\$ 45.00	\$ 55.00	\$ 55.00	45.00	\$ 45.00
34	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	50.00	\$ 50.00	\$ 69.00	\$ 69.00	55.00	\$ 55.00
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	\$ 45.00	\$ 69.00	\$ 69.00	65.00	\$ 65.00
36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	50.00	\$ 50.00	\$ 86.00	\$ 86.00	75.00	\$ 75.00
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	\$ 35.00	\$ 35.00	\$ 35.00	15.00	\$ 15.00
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	\$ 40.00	\$ 46.00	\$ 46.00	25.00	\$ 25.00
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	\$ 40.00	\$ 35.00	\$ 35.00	15.00	\$ 15.00
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	\$ 45.00	\$ 46.00	\$ 46.00	25.00	\$ 25.00
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	\$ 45.00	\$ 35.00	\$ 35.00	25.00	\$ 25.00
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	50.00	\$ 50.00	\$ 46.00	\$ 46.00	35.00	\$ 35.00
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	\$ 55.00	\$ 46.00	\$ 46.00	50.00	\$ 50.00
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	60.00	\$ 60.00	\$ 55.00	\$ 55.00	55.00	\$ 55.00
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	60.00	\$ 60.00	\$ 55.00	\$ 55.00	60.00	\$ 60.00
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	65.00	\$ 65.00	69.00	\$ 69.00	75.00	\$ 75.00
<b>BASE BID SUB-TOTAL</b>				<b>\$ 19,772.00</b>	<b>\$ 19,772.00</b>	<b>\$ 37,690.00</b>	<b>\$ 37,690.00</b>	<b>\$ 39,198.00</b>	<b>\$ 39,198.00</b>
<b>EROSION CONTROL ITEMS</b>									
47	TEMPORARY SILT FENCE	LF	1	10.00	\$ 10.00	5.00	\$ 5.00	7.50	\$ 7.50
48	WATTLES, 12"	EA	1	80.00	\$ 80.00	10.00	\$ 10.00	6.75	\$ 6.75
<b>BASE BID SUB-TOTAL</b>				<b>\$ 90.00</b>	<b>\$ 90.00</b>	<b>\$ 15.00</b>	<b>\$ 15.00</b>	<b>\$ 14.25</b>	<b>\$ 14.25</b>
<b>GRAND TOTAL</b>				<b>\$ 20,513.00</b>	<b>\$ 20,513.00</b>	<b>\$ 39,272.00</b>	<b>\$ 39,272.00</b>	<b>\$ 40,776.25</b>	<b>\$ 40,776.25</b>

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2022 ANNUAL BID**  
**MARCH, 2022**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
<b>ROADWAY ITEMS</b>					
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	\$ 20.00	\$ 20.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	\$ 18.00	\$ 18.00
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	\$ 26.00	\$ 26.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	\$ 20.00	\$ 20.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	\$ 18.00	\$ 18.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	\$ 13.00	\$ 13.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	\$ 100.00	\$ 100.00
8	SAW CUT, FULL DEPTH	LF	1	\$ 13.00	\$ 13.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	\$ 20.00	\$ 20.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	\$ 25.00	\$ 25.00
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	\$ 28.00	\$ 28.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	\$ 50.00	\$ 50.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	\$ 300.00	\$ 300.00
SUB-TOTAL (ROADWAY ITEMS)					\$ 651.00
<b>DRAINAGE ITEMS</b>					
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	\$ 16.00	\$ 16.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	\$ 20.00	\$ 20.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	\$ 20.00	\$ 20.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" - 48"	LF	1	\$ 18.00	\$ 18.00
18	REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL	CY	1	\$ 1,500.00	\$ 1,500.00
19	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	\$ 3,000.00	\$ 3,000.00
20	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GRATE	EA	1	\$ 3,000.00	\$ 3,000.00
21	REINFORCED CONCRETE DRAIN BASIN W/ 2' X 2' CAST IRON GRA	CY	1	\$ 3,000.00	\$ 3,000.00
22	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	\$ 3,000.00	\$ 3,000.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	\$ 1,500.00	\$ 1,500.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	\$ 1,800.00	\$ 1,800.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	\$ 1,500.00	\$ 1,500.00

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APPENDIX L

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2022 ANNUAL BID**  
**MARCH, 2022**

26	CONCRETE, IN PLACE	CY	1	\$ 500.00	\$ 500.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 30.00	\$ 30.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 35.00	\$ 35.00
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 35.00	\$ 35.00
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 38.00	\$ 38.00
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 35.00	\$ 35.00
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 40.00	\$ 40.00
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 45.00	\$ 45.00
34	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 50.00	\$ 50.00
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 45.00	\$ 45.00
36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 50.00	\$ 50.00
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 35.00	\$ 35.00
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 40.00	\$ 40.00
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 40.00	\$ 40.00
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 45.00	\$ 45.00
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 45.00	\$ 45.00
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 50.00	\$ 50.00
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 55.00	\$ 55.00
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 60.00	\$ 60.00
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 60.00	\$ 60.00
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$ 65.00	\$ 65.00
SUB-TOTAL (DRAINAGE ITEMS)					\$ 19,772.00
<b>EROSION CONTROL ITEMS</b>					
47	TEMPORARY SILT FENCE	LF	1	\$ 10.00	\$ 10.00
48	WATTLES, 12"	EA	1	\$ 80.00	\$ 80.00
SUB-TOTAL (EROSION CONTROL ITEMS)					\$ 90.00
<b>GRAND TOTAL (ALL ITEMS)</b>					<b>\$ 20,513.00</b>

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APPENDIX L

**PROPOSAL FORM  
CITY OF TUPELO, MISSISSIPPI  
TUPELO ROADWAY MAINTENANCE PROGRAM - 2022 ANNUAL BID  
MARCH, 2022**

*NOTE: See Paragraph 3 of Section B - "Information for Bidders" of the Contract Documents for criteria that will be utilized by the City for the consideration and award of the Project.*

RESPECTFULLY SUBMITTED BY: James A Hodges Construction Inc.  
(PLEASE PRINT)

SIGNATURE: *James A Hodges*

NAME AND TITLE: JAMES A HODGES, PRESIDENT  
(PLEASE PRINT)

ADDRESS: 1281 County Road 811  
Safford MS 38866

PHONE NUMBER: 662-321-1179

CERTIFICATE OF RESPONSIBILITY NUMBER: 13510-MC



D-4c

**CORPORATE CERTIFICATE**  
(To Be Executed If Bidder Is A Corporation)

I, Robin Rodgers \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that James A. Hodges \_\_\_\_\_ who signed said Proposal on behalf of the Contractor, was then President \_\_\_\_\_ of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Robin Rodgers \_\_\_\_\_

Title: Secretary \_\_\_\_\_

Signature: Robin Rodgers \_\_\_\_\_

Date: 4/6/22 \_\_\_\_\_

(CORPORATE SEAL)







**LIMITED LIABILITY COMPANY CERTIFICATE**  
(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned \_\_\_\_\_, hereby certify that I am the Manager of \_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that \_\_\_\_\_ who executed the Proposal on behalf of the Company is \_\_\_\_\_ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_

State of

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, James A. Hodges  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of James A. Hodges Construction Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That James A Hodges Construction Inc., Bidder on the **Tupelo Roadway Maintenance Program – 2022 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature James A Hodges

Title President



(SEAL)

Sworn before me this 6th day of April, 2022.

My commission expires November 15th, 2022 Jan Rankin Notary Public

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, James A. Hodges  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of James A Hodges Construction Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That James A Hodges Construction Inc., Bidder on the **Tupelo Roadway Maintenance Program – 2022 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Handwritten Signature]

Title PRESIDENT

(SEAL)  
Sworn before me this 6th day of April, 2022.

My commission expires November, 15th, 2022 Jan Rankin Notary Public



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**END OF SECTION  
D-9**

**SECTION E**  
**BIDDER'S AGREEMENT**

**SECTION E – BIDDER’S AGREEMENT**

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that James A. Hodges Construction Inc.  
(Name of Contractor)

1281 County Road 811, Slatillo MS 38866  
(Address of Contractor)

a Corporation hereinafter called "Contractor",  
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included on the Proposal form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the \_\_\_\_ day of \_\_\_\_\_, 2022, the condition of the above obligation is such that whereas the Contractor has submitted to the **City of TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Tupelo Roadway Maintenance Program – 2022 Annual Bid** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

James A Hodges  
CONTRACTOR NAME

[Signature]  
CONTRACTOR SIGNATURE

President  
CONTRACTOR TITLE

[Signature]  
WITNESSED BY:

**END OF SECTION  
E-1**

APPENDIX L

**SECTION F**  
**CONTRACT**

## CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **TUPELO ROADWAY MAINTENANCE PROGRAM – 2022 ANNUAL BID** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the Project within 365 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
  - (a) This Agreement
  - (b) Advertisement for Bids
  - (c) Instruction to Bidders
  - (d) General Conditions of Work dated March 1, 2022
  - (e) Signed Copy of Proposal Form and Bidder's Certificate
  - (f) Executed Bidder's Agreement

- (g) Executed Non-Collusion Form and Compliance Statements
  - (h) Technical Specifications
  - (i) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **MARCH, 2022**.
  - (j) ADDENDA:  
No. \_\_\_ Dated \_\_\_\_\_ and No. \_\_\_ Dated \_\_\_\_\_.
  - (k) All federal government conditions, specifications, regulations and requirements bound herein.
6. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
  - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR s shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every mature whatsoever in any manner caused by, resulting from, or arising out of such failure.
  - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the



CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The Contractor agrees to allow the Owner or a duly authorized representatives thereof, access to books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical access to records clause into all subcontracts.
9. The Contractor shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: City Clerk \_\_\_\_\_

(SEAL)

CONTRACTOR

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

END OF SECTION

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APPENDIX L

**SECTION G**  
**TECHNICAL SPECIFICATIONS**

**SECTION G - TECHNICAL SPECIFICATIONS  
ROADWAY MAINTENANCE PROGRAM  
2022 ANNUAL BID**

Table of Contents

1. General Construction Notes	GC-1
2. Technical Provisions for MDOT Std. Specifications	TS-1

## GENERAL CONSTRUCTION NOTES

1. Existing utility locations shall not be provided by the Owner. If required to meet local, state and federal laws for digging/excavation and/or related work, the Contractor shall be responsible for the coordination of the location (horizontal and vertical) of existing utilities (power, telephone, cable, gas, water, sewer, etc.) with the appropriate utility company before construction begins. The Contractor shall be responsible for calling in the Mississippi 811 service to have utilities located in accordance with local and State laws.
2. Utility or service lines encountered during construction shall be protected by the Contractor and repairs necessary due to damage to same by the Contractor shall be at no additional cost to the Owner.
3. The Contractor shall be responsible for verifying horizontal and vertical clearances on any utility service crossings before installation of any improvements related to this project or individual work orders / directives provided to the Contractor by the owner.
4. The Owner shall provide temporary and permanent grassing following the Contractor's improvements where existing vegetation was removed or disturbed during construction and not required to be improved with pavement, granular material, etc..
5. The Owner shall be responsible for completing all sampling and testing of materials as required by the specifications. The Contractor shall coordinate with the Engineer prior to any improvements that require testing such that the applicable materials testing may be provided in conjunction with the proposed work completed by the Contractor.
6. If necessary, control staking and/or detailed construction staking will be provided by the Owner at no cost to the Contractor.
7. The Contractor shall provide and implement the necessary temporary traffic control measures for all work completed as part of this contract, including signage, barricades, flaggers, personnel, etc. All temporary traffic control measures shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and related MDOT Standard Roadway Design Drawings.
8. The Contractor shall utilize MDOT Roadway Design Standard Detail Drawings (2017) for requirements related to the installation of inlets, pipes, flared end sections, concrete, driveways, driveway aprons, sidewalks, sidewalk ramps, curb and gutter, etc. This shall include, but is not limited to, standard drawings for Pavement (Sheet No's 6001-6011); Erosion Control (Sheet No's 6101- 6131); Protective Barriers (Sheet No's 6201-6233); Traffic Control Plans (Sheet No's 6351-6367); Miscellaneous Roadway Details (Sheet No's 6401-6428); and Drainage (Sheet No's 6501-6539). MDOT Roadway Design Standard Drawings may be obtained on the MDOT website or may be provided by the Engineer upon request by the Contractor.

**END OF SECTION  
GC-1**

## TECHNICAL SPECIFICATIONS

### TECHNICAL PROVISIONS FOR MDOT STANDARD SPECIFICATIONS

#### PART 1 - GENERAL

- A. For any work provided under the contract pertaining to grading, drainage, paving, driveways, curb & gutter, granular material, utilities, erosion control, etc. included in the general requirements for the project, the contractor shall utilize the applicable requirements per the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, (also referenced as MDOT Standard Specifications) unless a separate technical specification is provided for a specific item. In cases where the separate technical specification may be different than the MDOT Standard Specifications, the contractor may utilize the MDOT Standard Specifications if approved in writing by the Engineer.
- B. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, except where superseded by Special Provisions, Supplements to Special Provisions or amended by revisions of the Specifications contained within the Contract Documents.
- C. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, and the most current Special Provisions and/or Amendments. The Contractor shall be responsible for ensuring that the most current Special Provisions are utilized and that any Special Provisions and/or Supplements to Special Provisions are complied with for all materials specified in accordance with the MDOT Standard Specifications, 2017 Edition, whether included herein or not.
- D. Where applicable, the Contractor shall be required to provide materials, work, etc. in accordance with MDOT Roadway Design Standard Drawings and related details for the fabrication, installation and materials, especially pertaining to drainage pipe, drainage structures, traffic control, erosion control, etc.

#### PART 2 – MDOT SPECIFICATION ITEMS

- A. Removal Items
- B. Excavation
- C. Granular Materials
- D. Concrete
- E. Asphalt
- F. Drainage Structures
- G. Drainage Pipe
- H. Traffic Control / Temporary Signage
- I. Erosion Control (i.e. Silt Fence, Wattles, etc.)

**END OF SECTION  
TS-1**

APPENDIX L

**EXHIBIT A**  
**HDPE PIPE TRENCH DETAIL**

EXHIBIT A - HDPE PIPE TRENCH DETAIL

**MIN. COVER TO RIGID PAVEMENT, H**

**MIN. COVER TO FLEXIBLE PAVEMENT, H**

**6"**

**SPRINGLINE**

**4" FOR 12"-24" PIPE  
6" FOR 30"-60" PIPE**

**MIN. TRENCH WIDTH (SEE TABLE)**

**FINAL BACKFILL**

**INITIAL BACKFILL**

**HAUNCH**

**BEDDING**

**SUITABLE FOUNDATION**

**RECOMMENDED MINIMUM TRENCH WIDTHS**

PIPE DIAM.	MIN. TRENCH WIDTH
4" (100mm)	21" (533mm)
6" (150mm)	23" (584mm)
8" (200mm)	26" (660mm)
10" (250mm)	28" (711mm)
12" (300mm)	30" (762mm)
15" (375mm)	34" (864mm)
18" (450mm)	39" (991mm)
24" (600mm)	48" (1219mm)
30" (750mm)	56" (1422mm)
36" (900mm)	64" (1626mm)
42" (1050mm)	72" (1829mm)
48" (1200mm)	80" (2032mm)
60" (1500mm)	96" (2438mm)

**MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS\*\***

PIPE DIAM.	SURFACE LIVE LOADING CONDITION	
	H-25	HEAVY CONSTRUCTION (75T AXLE LOAD) *
12" - 48" (300mm - 1200mm)	12" (305mm)	48" (1219mm)
60" (1500mm)	24" (610mm)	60" (1524mm)

\* VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER  
\*\*SEE BACKFILL REQUIREMENTS IN NOTE 6.

**MAXIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS**

PIPE DIAM.	CLASS I		CLASS II		CLASS III
	COMPACTED	DUMPED	95%	90%	95%
4" (100mm)	34 (10.4m)	16 (4.9m)	23 (7.0m)	16 (4.9m)	17 (5.2m)
6" (150mm)	40 (12.2m)	19 (5.8m)	27 (8.2m)	19 (5.8m)	20 (6.1m)
8" (200mm)	30 (9.1m)	14 (4.3m)	21 (6.4m)	14 (4.3m)	15 (4.6m)
10" (250mm)	34 (10.4m)	16 (4.9m)	23 (7.0m)	16 (4.9m)	17 (5.2m)
12" (300mm)	35 (10.7m)	17 (5.2m)	24 (7.3m)	17 (5.2m)	18 (5.5m)
15" (375mm)	37 (11.3m)	18 (5.5m)	25 (7.6m)	18 (5.5m)	19 (5.8m)
18" (450mm)	32 (9.8m)	15 (4.6m)	22 (6.7m)	15 (4.6m)	16 (4.9m)
24" (600mm)	27 (8.2m)	13 (4.0m)	19 (5.8m)	13 (4.0m)	14 (4.3m)
30" (750mm)	22 (6.7m)	11 (3.4m)	16 (4.9m)	11 (3.4m)	11 (3.4m)
36" (900mm)	26 (7.9m)	12 (3.7m)	18 (5.5m)	12 (3.7m)	13 (4.0m)
42" (1050mm)	24 (7.3m)	11 (3.4m)	17 (5.2m)	11 (3.4m)	12 (3.7m)
48" (1200mm)	23 (7.0m)	11 (3.4m)	16 (4.9m)	11 (3.4m)	12 (3.7m)
60" (1500mm)	26 (7.9m)	12 (3.7m)	18 (5.5m)	12 (3.7m)	13 (4.0m)

FILL HEIGHT TABLE GENERATED USING AASHTO SECTION 12, LOAD RESISTANCE FACTOR DESIGN (LRFD) PROCEDURE WITH THE FOLLOWING ASSUMPTIONS:  
NO HYDROSTATIC PRESSURE,  
UNIT WEIGHT OF SOIL (Ys) = 120 PCF

**NOTES:**

- ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION
- MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.
- FOUNDATION:** WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
- BEDDING:** SUITABLE MATERIAL SHALL BE CLASS I, II OR III. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm); 6" (150mm) FOR 30"-60" (750mm-1500mm).
- INITIAL BACKFILL:** SUITABLE MATERIAL SHALL BE CLASS I, II OR III IN THE PIPE ZONE EXTENDING NOT LESS THAN 6" ABOVE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.
- MINIMUM COVER:** MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" UP TO 48" DIAMETER PIPE AND 24" OF COVER FOR 60" DIAMETER PIPE. MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT. FOR TRAFFIC APPLICATIONS WITH LESS THAN FOUR FEET OF COVER, EMBEDMENT OF THE PIPE SHALL BE USING ONLY A CLASS I OR CLASS II BACKFILL.

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ADVANCED DRAINAGE SYSTEMS, INC. (ADS) HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

4	ADDED CLASS 3 MAX COVER COLUMN	RJS	01/27/17	
REV.	DESCRIPTION	BY	MM/DD/YY	CHKD

<b>TRENCH INSTALLATION DETAIL (ASTM F2648)</b>	
DRAWING NUMBER: STD-101A	

	NTS
	1 OF 1



**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**BID NO. 2022-014PW**

***TUPELO ROADWAY MAINTENANCE PROGRAM -  
2022 ANNUAL BID***

**City of Tupelo, Mississippi**

***Prepared For:***



**MARCH 2022**

***Prepared By:***



**DABBS CORPORATION  
1050 N. Eason Boulevard  
Tupelo, Mississippi 38804**

**CONTRACT DOCUMENTS &  
TECHNICAL SPECIFICATIONS  
FOR  
CITY OF TUPELO, MISSISSIPPI  
TUPELO ROADWAY MAINTENANCE PROGRAM – 2022 ANNUAL BID  
Bid No. 2022-014PW**

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**SECTION A**

**ADVERTISEMENT FOR BIDS**

## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, April 6, 2022** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the *"TUPELO ROADWAY MAINTENANCE PROGRAM – 2022 ANNUAL BID"*, **Bid No. 2022-014PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).

Bids are related to the construction of roadway related projects to include base repair, excavation, grading and drainage improvements on public rights of way within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public works for the purpose of roadway and related improvements to consist of removal of pavement, removal of curb and gutter, removal of sidewalks, removal of driveways, excavation and backfill of soils and granular materials and short-run asphalt paving/pathching. Related drainage improvements shall also include the removal of pipe/inlets and the installation of drainage pipe/inlets provided by the Owner. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **365** consecutive calendar days.

Contract Documents, including Drawings and Specifications may be viewed or purchased in hard copy or electronic format at [www.tupelomsbids.com](http://www.tupelomsbids.com). Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding the purchase of project documents or electronic bidding should be directed to Plan House at 662-407-0193.

**Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.**

**BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.**

**CITY OF TUPELO, MISSISSIPPI**

**BY:     s/b Traci Dillard      
TRACI DILLARD, City Purchasing Clerk**

*Publish Dates: 03/08/2022 and 03/15/2022 in the NE Mississippi Daily Journal.*

**SECTION B**  
**INFORMATION TO BIDDERS**

**SECTION B – INFORMATION FOR BIDDERS**

1. **Receipt and Opening of Proposals:** See SECTION A bound herewith.
2. **Bid Proposal:**
  - A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
  - B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
  - C. May be withdrawn prior to the above scheduled time for submittal of proposals or authorized postponement thereof. Proposals received after the time and date specified shall not be considered.
  - D. Submit bids (in duplicate) in an opaque sealed envelope marked as follows:
    1. Bid for **Bid No. 2022-014PW: Tupelo Roadway Maintenance Program – 2022 Annual Bid.**
    2. Submitted to City of Tupelo  
Attn: Traci Dillard  
Purchasing Office, City Hall, 1<sup>st</sup> Floor  
71 E. Troy Street  
Tupelo, MS 38804
  - E. Any addenda issued during the bidding shall be noted on the Proposal and shall become a part of the executed Contract.
3. **Method:**
  - A. The price proposal will consist of a unit price amount for each pay item included on the Bid Form (Sheets D-4a, D-4b and D-4c) included in Section D of the Contract Documents. The Bid Form includes various bid/pay items that have been categorized into three types of work – Roadway Items, Drainage Items and Erosion Control Items. The Bid Form shall include a sub-total amount for each group of pay items that is a summation of the unit prices for each of the three groups. The Bid Form also shall include a Grand Total that is a summation of the unit prices for all pay items.

- B. The City of Tupelo will utilize the following criteria for considering and selecting the successful bidder. Based on the anticipated types and quantities of work for this project, the unit prices and sub-total amount for each section and the overall total will be considered in the following order:
- 1.) Ranking Priority 1 – Unit prices and Sub-Total for bid items included by each Bidder in the Roadway Items section of the Bid Form.
  - 2.) Ranking Priority 2 – Unit prices and Sub-Total for bid items included by each Bidder in the Drainage Items section of the Bid Form.
  - 3.) Ranking Priority 3 – Grand Total amount for All Items based on the overall total for the various bid items as represented by each bidder on the Bid Form.
- C. **The CITY OF TUPELO, MISSISSIPPI reserves the right to reject any or all proposals and to waive any and all informalities.**
4. **General Information:**
- A. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders shall inform themselves with all pertinent City regulations/ordinances, state and federal laws, licenses and tax liability, which may in any manner, affect their bids and their fulfillment of the contract.
  - B. **Prices quoted on the Bid Form shall not increase during the contract term, unless otherwise noted or subject to adjustment per the Contract Documents/Specifications, and any price decrease shall be credited to the City.** Prices shall include all delivery for receipt of materials and/or services at the delivery point specified by the City for each order.
  - C. The quantities specified on the Bid Form are NOT necessarily the actual quantities proposed for final purchase by the City under this contract.
5. **Certificate of Responsibility Number:** If the bid is delivered to City Hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened. If the bid is submitted electronically through Central Bidding, the certificate of responsibility shall be included with the bid documents.
6. **Non-Collusion Affidavit:** Contractor must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**
7. **Commitment of Proposal:** Each bid proposal must be accompanied by the Bidders Agreement, as specified, executed by a principal member of the company submitting the quote that explains the company's ability to complete the work, the general timeframe in

which the work can be initiated and completed and identifying the company's agreement to complete this work in accordance with the contract documents.

8. **Insurance:** The Bidder will be required to carry the types and amounts of insurance as required by all applicable laws of the State of Mississippi for the full term of the Contract. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
- A. **Workmen's Compensation and Employer's Liability Insurance:** This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars (\$100,000) for each person. This policy shall include an "all states" endorsement.
  - B. **Contractor's Comprehensive Public Liability and Property Damage Insurance,** covering all operations in connection with the performance of this Contract in amounts not less than the following:  
 Bodily injury liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and property damage liability in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
  - C. **Contractor's Contingent or Protective Liability and Property Damage:** In case part of this Contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/1,000,000 for Public Liability Insurance and \$250,000/\$500,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the Owner.
  - D. **Automotive Public Liability and Property Damage:** The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$500,000 for one accident to protect him from any and all claims arising from the use of the Contractor's own vehicles, hired vehicles and vehicles owned by sub-contractors.
  - E. **Owner's Protective Liability Policy:** The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and their servants, agents including the Engineer and employees as additional insureds in amount not less than the following:



Bodily Injury in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

9. **Contract Award:** Award of Contract, if made, shall be within **thirty (30) days** of date of receipt of Proposals. Upon the Award of Contract, the Contractor shall be directed to obtain the necessary bonds and submit the signed contracts, bonds, proof of insurance and other related documents to the City within **ten (10) days** of the Notice of Award.
10. **Implementation of Services:** The successful bidder should be ready to initiate contracting phase and construction phase services immediately following approval of the Mayor and Board of Aldermen. It is the intent of the City that, if awarded, the project be initiated and completed within 90 days of the submittal of quotes, if possible.
11. **Law And Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
12. **Obligation of Bidder:** At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the General Conditions of Work, Specifications and Contract Documents (including addenda issued, if any).
13. **Time of Completion:** Bidder must agree to commence work on individual work orders within two weeks of directives being issued by the Owner and to fully complete the projects within a reasonable timeframe for such work. Once an individual work order is commenced by the Contractor, the work shall not be interrupted until such time it is fully completed. In the interest of public safety, the Contractor shall not demobilize from a project site until the work is fully completed or in a temporary condition that does not comply with the technical specifications.
14. **Subcontractor:** The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the Owner. The total allowable subcontract amount shall not exceed **fifty percent (50%) of contract amount**.
15. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" within **thirty (30) days** after the date of agreement of the Contract.

**END OF SECTION  
B-4**

APPENDIX L

**SECTION C**  
**GENERAL CONDITIONS OF WORK**

## CITY OF TUPELO – DEPARTMENT OF PUBLIC WORKS

### GENERAL CONDITIONS OF WORK

**DATE:**        **March 1, 2022**

**SUBJECT:**    **General Conditions / Scope of Work / Project Area**

**PROJECT:**   **Tupelo Roadway Maintenance Program – 2022 Annual Term Bid**

The contract documents do not include an official set of construction plans as the proposed improvements shall be provided by the Contractor as directed by the Owner are various locations within the City of Tupelo. Any references to plans in the contract documents or technical specifications shall be disregarded.

Generally, this contract is to complete base repair, pavement repair, grading & drainage improvements on existing roadways for the City of Tupelo in preparation for future paving projects on said streets. The work shall include the grading, drainage and sub-base repair on or adjacent to existing City streets as required to repair damaged pipes, install new pipes, rehabilitate sub-base, base and pavement failures for roadways, remove existing pavement, remove existing sidewalk, remove existing curb gutter, etc. as required to meet/exceed the applicable technical specifications as directed by the Owner. This work shall be provided by the Contractor and completed in advance of and/or in coordination with other related roadway improvements (i.e. concrete driveways, asphalt driveways, concrete curb & gutter, asphalt paving, etc.). All proposed improvements shall be located within the City of Tupelo street rights-of-way (ROW). Improvements shall be in accordance with the directives, specifications and applicable local, state and federal guidelines associated with providing/installing the excavation, paving and associated grading/drainage improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

Work on the project shall consist of the following items included on the bid form and per the directives included herein, technical specifications and manufacturer's material recommendations:

1. **REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS:** The Contractor shall remove existing asphalt driveways in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing asphalt material

shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

2. **REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS:** The Contractor shall remove existing concrete driveways in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
3. **REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS:** The Contractor shall remove existing asphalt pavement within local streets in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing asphalt material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
4. **REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS:** The Contractor shall remove existing concrete pavement in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
5. **REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS:** The Contractor shall remove existing concrete sidewalk in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the

Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

6. **REMOVAL OF CONCRETE CURB & GUTTER, ALL DEPTHS:** The Contractor shall remove existing concrete curb & gutter (all types) in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
7. **REMOVAL OF INLETS, ALL SIZES:** The Contractor shall remove existing drainage concrete inlets/PVC drain basins (all types) and related gratings, fittings, etc. in areas identified for repair by the Owner as required to provide proposed drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), to repair failed sub-grades for roadways and in order to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per EACH inlet removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items are provided simultaneously as part of the directed work. Existing materials shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
8. **SAW CUT, FULL DEPTH:** The Contractor shall provide full depth saw cutting as required to prepare straight joints for the removal of materials (i.e. asphalt, concrete, sidewalk, curb & gutter, pipes, etc.) as directed by the Owner or Engineer. This work shall be paid for per LF of saw cut joint at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer.
9. **UNCLASSIFIED EXCAVATION, 0' – 3' DEPTH:** The Contractor shall provide grading/shaping/excavation of on-site materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. Unclassified excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of excavated and placed material at the unit price included on the bid form as measured in the field. No separate payment shall be made for the placement, shaping, grading, compaction, etc. of excavated materials. The average depth of excavation will be 12" – 18"; maximum depth will be 36".

10. **EXCESS EXCAVATION, 0' – 3' DEPTH:** The Contractor shall excavate/remove excess/unsuitable in-situ materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer and haul/dispose of such materials off-site at a location provided by the City. The disposal site shall be located within the Tupelo City Limits and may vary based on proximity to the project site. Excess excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of removed/disposed materials at the unit price included on the bid form as measured in the field. The average depth of excavation will be 12" – 18"; maximum depth will be 36".
11. **BORROW EXCAVATION, 0' – 3' DEPTH:** The Contractor shall provide and place approved select fill materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. Borrow excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of in-place select fill material at the unit price included on the bid form as measured in the field. The average depth of excavation will be 12" – 18"; maximum depth will be 36".
12. **CRUSHED STONE, 0' – 1' DEPTH:** The Contractor shall provide and place approved granular/crushed limestone material for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of in-place select fill material at the unit price included on the bid form as measured in the field. The average depth of crushed stone to be compacted in place will be 8" – 10"; maximum depth will be 12".
13. **ASPHALT BASE COURSE, 19mm MIX, IN PLACE:** The Contractor shall provide the materials, labor and equipment to pave short-run patch / base repair type work on existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a base course mix provided and installed by the Contractor in accordance with the MDOT specifications. The base course material provided by the Contractor and placed in the field may be 19 mm mix, BB-1 mix design or a similar equivalent mix design approved by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the Owner prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 2.0" and the maximum thickness shall be 3.0". Asphalt base course installed under this item shall be as required to repair patches, dig-outs, drainage pipe / utility cuts, single lane problem areas, etc. as associated with short-run work to complete base repairs on existing roadways prior to future overlay improvements to be completed by others.
14. **REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS:** The Contractor shall remove existing reinforced concrete pipe with equivalent inside diameters less than 24 inches and related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price

- included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
15. **REMOVAL OF CONCRETE PIPE CULVERT, 25" – 48"**: The Contractor shall remove existing reinforced concrete pipe with equivalent inside diameters greater than 24 inches and less than 48" to include related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
  16. **REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS**: The Contractor shall remove existing pipe culverts (i.e. CMP, HDPE, PVC, etc.) with equivalent inside diameters less than 24 inches and related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
  17. **REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" – 48"**: The Contractor shall remove existing pipe culverts (i.e. CMP, HDPE, PVC, etc.) with equivalent inside diameters greater than 24 inches and less than 48" to include related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
  18. **REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL**: The Contractor shall provide and place reinforced concrete curb inlet as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. The proposed inlets provided by the Contractor may be pre-cast or cast in-place and

- shall be in accordance with the MDOT Std. Detail for SS-2 inlets, unless otherwise approved by the Engineer or Owner. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of concrete required to construct the installed curb inlet at the unit price included on the bid form. There shall be no separate payment for pre-cast or cast in-place types, any additional materials (reinforcing steel, etc.), pipe connections, excavation or for any approved equal inlet type. The average depth of curb inlets shall be 36".
19. PVC CURB INLET W/ 2' x 2' CAST IRON GRATE: The Contractor shall provide and place a PVC curb inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".
  20. PVC CURB INLET W/ 2' x 3' HIGH FLOW CAST IRON GRATE: The Contractor shall provide and place a PVC curb inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".
  21. REINFORCED CONCRETE DRAIN BASIN W/ 2' x 2' CAST IRON GRATE: The Contractor shall provide and place reinforced concrete drain basin / inlet as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. The proposed inlets provided by the Contractor may be pre-cast or cast in-place and shall be in accordance with the MDOT Std. Detail for reinforced concrete inlets/junction boxes, unless otherwise approved by the Engineer or Owner. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of concrete required to construct the installed curb inlet at the unit price included on the bid form. There shall be no separate payment for pre-cast or cast in-place types, any additional materials (reinforcing steel, etc.), pipe connections, excavation or for any approved equal inlet type. The average depth of curb inlets shall be 36".
  22. PVC DRAIN BASIN W/ 2' x 2' CAST IRON GRATE: The Contractor shall provide and place a PVC drain basin / inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".



23. CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS: The Contractor shall be required to connect new drainage pipes/culverts to existing drainage pipes in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed pipe connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents. Joints shall be wrapped with filter fabric and the appropriate joint bonding agent and this shall be absorbed into the cost of the work.
24. CONNECT TO EXISTING PIPE, ALL TYPES, 25" – 48": The Contractor shall be required to connect new drainage pipes/culverts to existing drainage pipes in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed pipe connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents. Joints shall be wrapped with filter fabric and the appropriate joint bonding agent and this shall be absorbed into the cost of the work.
25. CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES: The Contractor may be required to connect new drainage pipes/culverts to existing inlets/junction box in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint materials, saw cutting, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents.
26. CONCRETE, IN-PLACE: The Contractor may be required to provide, install and finish concrete in the field in order to provide pipe collars for pipe/culvert/inlet connections and/or pour concrete walls, flat bottoms, etc. for inlets, culverts, wingwalls, etc. in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per CY of concrete installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents.
27. 15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor,

materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

28. 15" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
29. 18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
30. 18" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

31. 24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
32. 24" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
33. 30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
34. 30" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum

and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

35. 36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
36. 36" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
37. 15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
38. 15" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the

- Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
39. 18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
  40. 18" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
  41. 24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
  42. 24" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint

- material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
43. 30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
44. 30" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
45. 36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
46. 36" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum

and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

47. **TEMPORARY SILT FENCE:** The Contractor shall provide and install temporary silt fence as required to meet local, state and federal requirements related to prevention erosion/sedimentation from existing the areas disturbed as part of improvements completed under this contract. This work shall be paid for per LF of silt fence installed per the MDOT Std. Details for silt fence installation per the unit price included on the bid form.
48. **WATTLES, 12”:** The Contractor shall provide and install temporary wattles/erosion checks as required to meet local, state and federal requirements related to prevention erosion/sedimentation from existing the areas disturbed as part of improvements completed under this contract. Wattles shall be placed around existing pipes, inlets, curb cuts, swales, ditches, etc. as required to prevent sedimentation from on-site runoff entering into the drainage system or onto adjacent properties. This work shall be paid for per EA installed per the MDOT Std. Details for wattle installation per the unit price included on the bid form.

The Contractor shall erect and maintain construction signing and barricades along existing City streets as necessary to protect labor, equipment, pedestrians, vehicular traffic etc. Traffic cones, etc. and other safety related devices, equipment, systems, etc. shall be the responsibility of the Contractor and the City and Engineer shall not be responsible for advising of said safety related measures, etc. nor held liable for any issues resulting from same.

The Contractor shall coordinate with the Engineer and Owner to determine if any erosion control measures shall be required based on the defined scope of work for each work order issued by the City. If required, the Contractor shall complete an Erosion Control Plan that complies with City and MDEQ requirements. Prior to issuance of a Notice to Proceed for the work, the City shall review the Erosion Control Plan, if required. Erosion control best management practices (BMPs) shall be installed in accordance with the Erosion Control Plan prior to the commencement of any other work.

Most of the work shall include basic base repair and drainage improvements on existing roadways and for the existing drainage system. Additionally, the work shall include access roads, parking lots, alley ways and other related excavation, grading, drainage related improvements within City ROW's and properties. The contractor may also be required to complete drainage improvements along or in close proximity to roadways, including drainage ditches, drainage ways, existing drainage inlets/pipes, within easements or along new corridors as defined by the City in order to improve drainage conditions on City ROWs, easements, property, etc. in order to maintain and/or improve city roadway, drainage and related infrastructure systems.

If necessary, the Engineer may provide the Contractor with reference drawings and/or details for particular improvements to generally depict the existing conditions/proposed improvements for particular work orders. Should permits, access agreements, easements, rights-of-entry, etc. be required for such work to be completed, the City shall obtain the necessary permits and/or access agreements and provide to the contractor prior to the commencement of any construction activities related to such.

The Contractor shall utilize MDOT Roadway Design Standard Detail Drawings (2017) for requirements related to the installation of inlets, pipes, flared end sections, concrete, driveways, driveway aprons, sidewalks, sidewalk ramps, curb and gutter, etc. See the General Construction Notes Section (Sheet GC-1) for references to specific categories and corresponding sheets.

Should materials testing, density tests or other testing be required, it shall be provided by the City and coordinated with the Contractor's activities to ensure that the work is in accordance with the applicable specifications. Material testing, if required, shall be coordinated between the City and the Contractor as to not restrict the activities/progress of the Contractor for individual work orders.

The Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system. Should utilities require relocation, the Contractor shall notify the City and the City shall be responsible for the relocation of existing utilities prior to the commencement of work by the Contractor. Should the Contractor damage existing utilities or other existing improvements, the Contractor shall repair/replace the damaged utilities, existing improvements, etc. at no additional cost to the City.

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to project areas located on rights-of-way owned and maintained by the City of Tupelo. Should the Contractor find it necessary to utilize private property for staging, storage, improvements, etc., the Contractor shall be solely responsible for soliciting and procuring the necessary permission/access from the private property owner prior to commencing any work on said private property. No work shall be completed on MDOT rights-of-way without the approval of the necessary permits from the Mississippi Department of Transportation (MDOT). Should MDOT permits be required to facilitate individual work orders, the City shall be responsible for the development and submittal of the permit application to be approved by MDOT prior to the commencement of work on any MDOT rights-of-way.

Materials to be provided by the Owner and installed by the Contractor include reinforce concrete pipe (all sizes), HDPE pipe (all sizes), concrete inlets and PVC drain basins/inlets. All other materials, including crushed stone, asphalt, concrete, etc., and work as defined herein shall be provided/completed wholly by the Contractor to provide a finished project that meets the requirements of a normal roadway or drainage system in accordance with the respective technical specifications.

The Contractor may also be required to complete work in advance of or following other related work installed by others within the same project areas. The Contractor shall coordinate with the City and other contractors as required to facilitate overall improvements in a manner that meets the standards of typical construction sequencing and to minimize impacts to the public and the transportation system. Work that may require coordination to be installed by others includes asphalt pavement, concrete pavement, asphalt driveways, concrete driveways/aprons and concrete sidewalk, etc.

Related work/activities such as mobilization, demobilization, temporary traffic control, removal of vegetation, shaping and compaction of shoulder, removing excess materials, project clean-up, and other incidental items necessary to complete the project will not be measured for separate payment, but shall be absorbed into other bid items.

**END OF SECTION  
C-14**

APPENDIX L



**SECTION D**  
**BID FORM AND BIDDERS CERTIFICATES**

**PROPOSAL**

Proposal of James A Hodges Construction Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MS doing business as a corporation, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **Tupelo Roadway Maintenance Program – 2022 Annual Bid** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **365** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of **\$200.00** for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of **\$200.00** for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER	DATE
<hr/>	
<hr/>	

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

Bidder further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the Contract Documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

The Owner's Representative is **Dabbs Corporation, 1050 N. Eason Blvd., Tupelo, Mississippi, 38804.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. Owner reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and bidder hereby agrees to accept such Change Orders.

**(SEE FOLLOWING SHEET FOR BID ITEMS)**

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Phillips Contracting Co., Inc.

P.O. Box 2069 Columbus, MS 39704-2069

as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto  
City of Tupelo

71 East Troy Street Tupelo, MS

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Tupelo Roadway Maintenance Program - 2022 Annual Bid, Bid No. 2022-014PW

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 6th day of April A.D. 2022

Phillips Contracting Co., Inc.

(Principal)

(Seal)

By:

(Title)

(Witness)

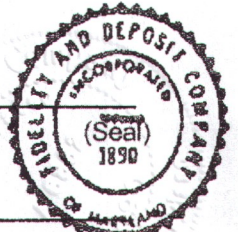
Fidelity and Deposit Company of Maryland

(Surety)

By:

Peggy L. Jackson

(Attorney-in-Fact)



Fisher Brown Bottrell Insurance, Inc.  
Mississippi Resident Agent

*Trina Cobb*  
Trina Cobb (Witness)

Bond Number Bid Bond

Obligee City of Tunelo

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Peggy L. Jackson, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

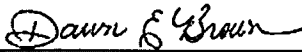
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Robert D. Murray*  
Vice President



By: *Dawn E. Brown*  
Secretary



State of Maryland  
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

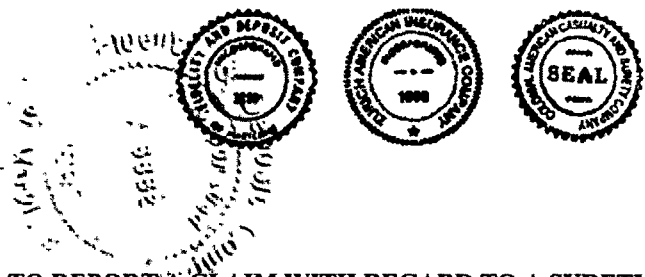
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of April, 2022.



*Brian M. Hodges*  
\_\_\_\_\_  
Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**PROPOSAL**

Proposal of Phillips Contracting Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Corporation, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **Tupelo Roadway Maintenance Program – 2022 Annual Bid** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **365** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of **\$200.00** for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of **\$200.00** for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER

DATE

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Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.



BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

Bidder further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the Contract Documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

The Owner's Representative is **Dabbs Corporation, 1050 N. Eason Blvd., Tupelo, Mississippi, 38804.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. Owner reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and bidder hereby agrees to accept such Change Orders.

**(SEE FOLLOWING SHEET FOR BID ITEMS)**

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2022 ANNUAL BID**  
**MARCH, 2022**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
<b>ROADWAY ITEMS</b>					
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	23.00	23.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	23.00	23.00
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	23.00	23.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	23.00	23.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	23.00	23.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	16.00	16.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	1,000.00	1,000.00
8	SAW CUT, FULL DEPTH	LF	1	10.00	10.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	23.00	23.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	23.00	23.00
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	25.00	25.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	75.00	75.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	280.00	280.00
SUB-TOTAL (ROADWAY ITEMS)					1,567.00
<b>DRAINAGE ITEMS</b>					
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	30.00	30.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	40.00	40.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	30.00	30.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" - 48"	LF	1	40.00	40.00
18	REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL	CY	1	2,500.00	2,500.00
19	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	6,500.00	6,500.00
20	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GRATE	EA	1	6,500.00	6,500.00
21	REINFORCED CONCRETE DRAIN BASIN W/ 2' X 2' CAST IRON GRA	CY	1	BA 2,500.00 <del>6,500.00</del>	2,500.00 <del>6,500.00</del> BT
22	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	6,500.00	6,500.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	2,500.00	2,500.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	3,500.00	3,500.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	3,000.00	3,000.00

D-4a

APPENDIX L

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2022 ANNUAL BID**  
**MARCH, 2022**

26	CONCRETE, IN PLACE	CY	1	3,000.00	3,000.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	46.00	46.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	55.00
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	46.00	46.00
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	55.00
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	46.00	46.00
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	55.00
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	55.00
34	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	69.00	69.00
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	69.00	69.00
36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	86.00	86.00
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	35.00
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	46.00	46.00
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	35.00
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	46.00	46.00
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	35.00
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	46.00	46.00
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	46.00	46.00
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	55.00
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	55.00
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	69.00	69.00
SUB-TOTAL (DRAINAGE ITEMS)					37,690.00
<b>EROSION CONTROL ITEMS</b>					
47	TEMPORARY SILT FENCE	LF	1	5.00	5.00
48	WATTLES, 12"	EA	1	10.00	10.00
SUB-TOTAL (EROSION CONTROL ITEMS)					15.00
GRAND TOTAL (ALL ITEMS)					39,772.00

D-4b

APPENDIX L

PROPOSAL FORM  
CITY OF TUPELO, MISSISSIPPI  
TUPELO ROADWAY MAINTENANCE PROGRAM - 2022 ANNUAL BID  
MARCH, 2022

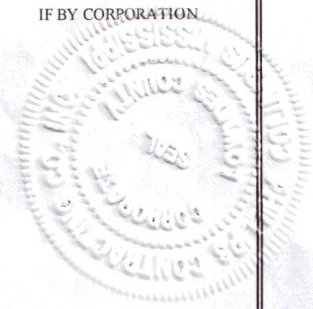
NOTE: See Paragraph 3 of Section B - "Information for Bidders" of the Contract Documents for criteria that will be utilized by the City for the consideration and award of the Project.

RESPECTFULLY SUBMITTED BY: Phillips Contracting Co., Inc.  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Blake Hill President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION



ADDRESS: P.O. Box 2069  
Columbus, MS 39704

PHONE NUMBER: 662-328-6250

CERTIFICATE OF RESPONSIBILITY NUMBER: 00229-MC

D-4c

**CORPORATE CERTIFICATE**  
(To Be Executed If Bidder Is A Corporation)

I, Doug Phillips certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that Blake Hill who signed said Proposal on behalf of the Contractor, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Doug Phillips

Title: Doug Phillips

Signature: Sec/Treas

Date: 4/6/2022

(CORPORATE SEAL)



**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Blake Hill  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Phillips Contracting Co., Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Phillips Contracting Co., Inc. Bidder on the **Tupelo Roadway Maintenance Program – 2022 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Signature]

Title President

(SEAL)

Sworn before me this 6<sup>th</sup> day of April, 2022.

My commission expires 1/28/23 Notary Public



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lec

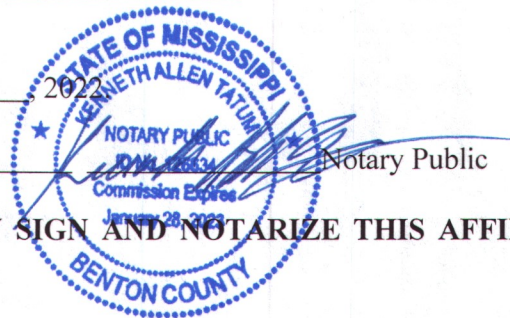
I, Blake Hill  
(name of person signing affidavit)  
individually, and in my capacity as President  
(title)  
of Phillips Contracting Co., Inc.  
(name of firm, partnership, limited liability company, or corporation.)  
being duly sworn, on oath do depose and say as follows:

(a) That Phillips Contracting Co., Inc. Bidder on the **Tupelo Roadway Maintenance Program – 2022 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Signature]  
Title President

(SEAL)  
Sworn before me this 6<sup>th</sup> day of April, 2022.  
My commission expires 1/28/23



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

END OF SECTION  
D-9



**ORDER**

**AN ORDER TO ACCEPT THE CONVEYANCE OF LAND FROM GARY SPARKMAN TO THE CITY OF TUPELO.**

**WHEREAS**, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to purchase and hold real estate, either within or without the corporate limits, for all proper municipal purposes; and

**WHEREAS**, the City of Tupelo (hereinafter "City") and Gary Sparkman (hereinafter "Sparkman") desire to make like kind exchanges of real property near Rhea Street as contemplated by Resolution adopted February 16, 2022; and

**WHEREAS**, Sparkman intends to convey to the City real property pursuant to the terms contained in Exhibit "A"; and

**WHEREAS**, the City of Tupelo desires to accept this conveyance of real property being a portion of tax parcel number 089F-30-216-02 in the Office of the Lee County Tax Assessor and lying near the South side of Tolbert; and

**WHEREAS**, the City of Tupelo desires to vacate and abandon a portion of Rhea Street and quitclaim to Sparkman the abandoned real property pursuant to the terms contained Exhibit "A" attached herewith.

**NOW THEREFORE**, it is hereby ordered by the City Council of the City of Tupelo that the real property conveyed to the City of Tupelo by Exhibit "A" are accepted for ownership and use by the City of Tupelo for all proper municipal purposes. Furthermore, the vacation and abandonment of a portion of Rhea Street and real property conveyance contained in Exhibit "B" is hereby ratified.

After a full discussion of this matter, Council Member Davis moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Bryan and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 19th day of April, 2022.

CITY OF TUPELO, MISSISSIPPI



BUDDY PALMER, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan, Mayor  
TODD JORDAN, Mayor

4-19-2022  
DATE

**ORDER**

**AN ORDER TO ACCEPT THE LAND EXCHANGE AGREEMENT BETWEEN THE CITY OF TUPELO AND MAYCO ENTERPRISES, LLC.**

**WHEREAS**, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority and

**WHEREAS**, the City of Tupelo (hereinafter "City") and Mayco Enterprises, LLC (hereinafter "Mayco") desire to make like kind exchanges of real property near 321 Tolbert Street as depicted by Exhibits "A" and "B"; and

**WHEREAS**, on April 19, 2022 Mayco and the City entered into the Property Exchange Agreement attached herewith as Exhibit "C"; and

**WHEREAS**, the City of Tupelo desires to accept this Agreement to sell said property being a portion of tax parcel number 089F-30-216-00 in the Office of the Lee County Tax Assessor and to purchase a portion of tax parcel number 089-30-234-00 subject to the terms of the Property Exchange Agreement.

**NOW THEREFORE**, it is hereby ordered by the City Council of the City of Tupelo that the Mayor and City Clerk/CFO are granted the authority to enter into the Land Exchange Agreement with Mayco Enterprises, LLC. The Mayor and City Clerk/CFO are further authorized to execute any documents necessary to effectuate the terms of the Land Exchange Agreement, subject to later ratification by the City Council.

After a full discussion of this matter, Council Member Bryan moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Beard and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 19th day of April, 2022.

CITY OF TUPELO, MISSISSIPPI

  
BUDDY PALMER, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan, Mayor  
TODD JORDAN, Mayor

4-19-2022  
DATE

**ORDER****ORDER AUTHORIZING CLOSURE OF PUBLIC ACCESS FROM PARK STREET TO PRIVATE PROPERTY NEAR BNSF RAILROAD, COMPENSATING OWNER FOR DAMAGES BY PROVIDING ACCESS ON JEFFERSON STREET AND ABANDONING PORTION OF PLATTED ALLEY TO ADJOINING PROPERTY OWNERS**

**WHEREAS**, Miss. Code Anno. § 21-37-3 (1972 as amended) grants the City of Tupelo the power to exercise full jurisdiction in the matter of streets, sidewalks, sewers, and parks; to open and lay out and construct the same; and to repair, maintain, pave, sprinkle, adorn, and light the same; and

**WHEREAS**, Miss. Code Anno. § 21-37-7 (1972 as amended) grants the City of Tupelo the power to close and vacate any street or alley, or any portion thereof; however, no street or alley or any portion thereof shall be closed or vacated except upon due compensation being first made to the abutting landowners upon such street or alley for all damages sustained thereby; and

**WHEREAS**, the City and the Mississippi Department of Transportation (MDOT) have entered into a memorandum of agreement (MOA) to make improvements to the intersection of Park Street and the Burlington Northern Santa Fe (BNSF) railroad crossing south of the intersection of Park Street and Jefferson Street; and

**WHEREAS**, the MOA establishes guidelines for a Transportation Alternative Program (TAP) grant in the amount of \$559,808.66 (80% State share, 20% Local match) to construct safe, pedestrian access to the crossing; and

**WHEREAS**, the project is designed to restrict vehicles traveling north and south on Park Street from trying to avoid the stop bars of the crossing within 100 feet; and

**WHEREAS**, this restricted vehicular access requires the closing of the access to and from the west on Park Street located within 100 feet north of the stop bars to a drive, parking lot and businesses on real property belonging to James E. Vance (See Exhibit "A"); and

**WHEREAS**, Vance has demanded compensation for this closure of access, for which the city is authorized to pay damages to satisfy any negotiated claim under Miss. Code Anno. § 25-1-47 (1972 as amended), and also as allowed under *Funderburk v. City of Columbus*, 117 Miss. 173 (1918) to compensate the owner for this loss of access; and

**WHEREAS**, the city and Vance have negotiated a satisfaction of this claim whereby the city will construct alternate access to the property from Jefferson Street to the north (See Exhibit “A”); and

**WHEREAS**, the city has received a request from the abutting landowners Vance and D&H Company to abandon a portion of a platted alleyway (See Exhibit “A”) located in the same block and which has not been used in decades and is no longer needed for municipal purposes; and,

**WHEREAS**, after advice and no objection from affected city departments, the City Council finds the vacation and closure of 100 feet of the alley from the city right of way south as no longer needed for municipal purposes and in the best interest of public safety; and

**NOW THEREFORE, BE IT ORDERED BY THE TUPELO CITY COUNCIL** as follows:

1. The recitations of the preamble are incorporated as findings herein.
2. The city shall close the Park Street access depicted in Exhibit A in the interest of public safety and furtherance of the TAP grant project.
3. The negotiated satisfaction of the claim by construction and replacement of Vance’s access as depicted in Exhibit A is reasonable and in the best interest of public safety, health and welfare.

4. The portion of the platted alley depicted in Exhibit A is closed and vacated, and upon waiver of compensation by the abutting landowners, shall revert to same.

5. The Mayor and City Clerk are hereby authorized to execute any and all documents to effectuate this order, including the conveyance of quitclaim deeds conveying the portion of the abandoned, platted alley to the abutting property owners.

The foregoing order was proposed in a motion by Council Member Bryan, seconded by Council Member Jones, and after discussion, no council member having called for a reading was brought to a vote as follows:

Councilmember Mims	<u>Aye</u>
Councilmember Bryan	<u>Aye</u>
Councilmember Beard	<u>Aye</u>
Councilmember Davis	<u>Aye</u>
Councilmember Palmer	<u>Aye</u>
Councilmember Gaston	<u>Aye</u>
Councilmember Jones	<u>Aye</u>

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 19th day of April, 2022.

CITY OF TUPELO, MISSISSIPPI

  
BUDDY PALMER, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
Todd Jordan  
TODD JORDAN, Mayor

4-19-2022  
DATE





**ORDER**

**AN ORDER AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY TO  
THE CITY OF TUPELO**

**WHEREAS**, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Mississippi Code Anno. Section 21-17-1 (1) (1972 as amended), including the authority to purchase and hold real property on such terms as it may elect that are consistent with statutory authority: and

**WHEREAS**, in compliance with the provision of Miss. Code Anno. Sec. 43-37-3 (1972 as amended) governing acquisition of real property using public funds, the City of Tupelo has negotiated a contract for the purchase of property located at 508 N. Madison from Barcia Group, LLC, for the negotiated price of, Eighty-One Thousand Dollars (\$81,000.00) for the property having a physical address of 508 N. Madison Street, Tupelo, Mississippi and described as follows:

See Legal Description, Exhibit "A"  
See Property Map, Exhibit "B"

**WHEREAS**, the City of Tupelo desires to purchase said property pursuant to its policy for acquisition, the City obtained an appraisal from \_\_\_\_\_, who found the value of the real property located at 508 N. Madison Street to be above the purchase amount of \$81,000.00. Said appraisal is attached hereto as Exhibit "C"; and

**WHEREAS**, the City of Tupelo desires said property be acquired for the purpose of blight elimination and the addition of green space; and

**WHEREAS**, the Mayor and City Clerk desire to be authorized to enter into the Purchase Agreement attached hereto as Exhibit "D".

**NOW THEREFORE**, it is hereby resolved and ordered by the City Council of Tupelo as follows:

1. The prefatory paragraphs of this Resolution are hereby found and determined to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo by securing necessary interests in real property for the purpose of elimination of a blighted area.
2. The Mayor and City Clerk are hereby authorized to execute the purchase contract and purchase from Barcia Group, LLC, the real property located at 508 N. Madison Street, as more particularly described in the above legal description, for the amount of Eighty-One

Thousand Dollars (\$81,000.00). The contract and acceptance of deed will be ratified subsequent to closing.

After a full discussion of this matter, Council Member Bryan moved that the foregoing Order be adopted and said motion was seconded by Council Member Davis and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	<u>Aye</u>
Councilmember Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 19th day of April, 2022.

CITY OF TUPELO, MISSISSIPPI

By:   
Buddy Palmer, Council President

ATTEST:

  
MISSY SHELTON  
Clerk of the Council

APPROVED:

  
Todd Jordan, Mayor

4-19-2022  
DATE

Beginning at the Southwest Corner of Lot 61 in the City of Tupelo, Lee County, Mississippi, said Lot lying and being on the North side of Walnut Street in said City and being at the intersection of the North line of Walnut Street, and the East line of Madison Street, and running thence East 75 feet; thence North 200 feet; thence West 75 feet; thence South 200 feet to the point of beginning, and being in the Northeast Quarter of Section 31, Township 9, Range 6 East. Intended hereby to convey the same property as that conveyed to M.C. Sudduth by Albert Ritter on February 6, 1920, as shown by Book 150, Page 394 of the records of Deeds in the Chancery Clerk's Office, Lee County, Mississippi.

ALSO:

Beginning at the Southwest Corner of Lot No. 61 in the City of Tupelo. Said Lot lying and being on the North side of Walnut Street in said City and being at the intersection of the North line of Walnut Street, and the East line of Madison Street, and running North 200 feet for a point of beginning; thence East 75 feet; thence North 15 feet; thence West 75 feet; thence South 15 feet to the point of beginning, and in the Northeast Quarter of Section 31, Township 9, Range 6 East, in the City of Tupelo, Lee County, Mississippi. It is intended to convey a strip just North of and adjoining the property deed by M.C. Sudduth and wife to L.P. Fain as shown by Deed Book 150, Page 394, Deed Records of Lee County, Mississippi. Also intended hereby to convey the same property as that conveyed to M.C. Sudduth by Albert Ritter on May 5, 1936, as shown by Deed Book 260, Page 574, of the Deed Records of Lee County, Mississippi.

ALSO:

Beginning at the Southwest Corner of Lot 61 and run East along Walnut Street 75 feet; thence run North 155 feet for a point of beginning; thence run North 60 feet; thence run East 71 feet; thence run South 60 feet; thence run West 71 feet to the point of beginning, in the Northeast Quarter of Section 31, Township 9, Range 6 East, in the City of Tupelo, Lee County, Mississippi, this being the Northern most 60 feet of the lot conveyed by N. T. Ritter and wife to Roy R. Snipes by Warranty Deed found in Book 286, Page 503, of the land records in the Chancery Clerk's Office of Lee County, Mississippi, according to the Harris & Thomason Survey.

LESS AND EXCEPT:

Beginning at the Southwest Corner of Lot 61 in the City of Tupelo, Lee County, Mississippi, said lot lying and being on the North side of Walnut Street in said City and being at the intersection of the North line of Walnut Street and the East line of Madison Street and running thence East 75 feet; thence North 110 feet; thence West 75 feet; thence South 110 feet to the point of beginning. Lot situated in the Northeast Quarter of Section 31, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi.

BEING the same property which by warranty deed dated January 21, 1986, and recorded in the Chancery Clerk's Office for Lee County in Deed Book 1187 at Page 556 was granted and conveyed by Basil L. Fain to the grantors.

EXHIBIT "A"

Lee County, MS



4/19/2022, 2:58:46 PM

- Parcels
- lee\_ms\_ac
- lee\_ms\_dim
- lee\_ms\_parcelno
- LOTLINE
- Imagery2019
- Anno

1:564  
 0 0.01 0.01 0.01 0.02 km  
 Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), OpenStreetMap contributors, and the GIS User Community

EXHIBIT " B "

**ROGERS APPRAISAL COMPANY**  
*Real Estate Appraisals / Consultation / Review*

C. KYLE ROGERS  
 CHRIS ROGERS  
 JERRY HOLLINGSWORTH

[www.rogersappraisals.com](http://www.rogersappraisals.com)

112 SOUTH BROADWAY  
 TUPELO, MS 38804  
 662. 842.9200  
 FAX 662.844.4324

April 4, 2022

Mr. Tanner Newman  
 City of Tupelo

Re: Single-Family Residence  
 508 N. Madison Street  
 Tupelo, Mississippi 38804

Dear Mr. Newman:

In accordance with your request, I personally inspected the above captioned property on March 31, 2022, and have considered available data pertinent to the estimation of its fee simple market value. The following restricted appraisal report is intended to be used internally by you, our client, or your representatives. The appraiser is aware of the current coronavirus/ COVID-19 pandemic and is closely monitoring the situation, and how it may or may not affect the market going forward; this appraisal is under the assumption and contingent upon market conditions staying stable for the foreseeable future. This contingency is considered to be an extraordinary assumption, which is defined on page 14 of this report. No other extraordinary assumptions or hypothetical conditions are applicable.

The subject property has access to all typical city utilities of sufficient capacity and municipal services are available to the sites. No easements or encroachments are known to exist that would adversely affect the marketability or legal uses of the subject property. According to FEMA Flood Map 28081C0164F, dated October 16, 2013, the subject property is located in Flood Zone X, an area not inundated by 100-year flooding. A flood map is located in the addenda of this report.

The subject, which is located at 508 N. Madison Street, involves approximately 0.28 acres of generally level to sloping land that is at and above road grade. The acreage amount was taken from provided data and the Lee County Tax Assessor's office. The subject is improved with an approximate 3,274 square foot two-story brick and concrete block veneer residence with a shingled, gabled roof on a concrete slab foundation. Further description is on a later page.

As requested, I have completed an appraisal analysis of the subject real estate and this letter provides you with an opinion of its current market value based on our research of quantitative and qualitative data within the subject real estate market. We have employed all generally accepted valuation techniques relevant to valuing the subject property, which in this case involves the Sales Comparison Approach and Income Capitalization Approach. To report the opinion of values developed, we have performed a restricted appraisal as defined by the Uniform Standards of Professional

Exhibit "C"

Appraisal Practice. Our scope of work in determining the overall market value opinion for the property under appraisal is outlined within our report. This restricted appraisal report sets forth only our conclusions and all other supporting documentation is retained within our work file. Because this is a restricted appraisal report, its use is intended for the specific needs of the client which were given to the appraisers as a scope of work. That use is for internal business decisions by the City of Tupelo. Reliance on this appraisal report or the information or conclusions within it by a third-party is strictly prohibited.

The highest and best use of the subject, as vacant and improved, is for single-family residential purposes. The zoning of the subject is MUR, Mixed-Use Residential District, as shown by the City of Tupelo.

The Sales Comparison Approach to value was utilized. A number of similar sales that have transacted in the comparable real estate market have been compared directly with the property under appraisal. The sales data utilized has been verified by the appraisers and is considered the best available for indication a range of current market value for the subject property.

The last phase of any valuation assignment in which indications derived from market data are resolved into a final value opinion, is the reconciliation process. The reconciled value indication may be either a final range of value or a single point estimate. The value indications are tested for the appropriateness of the approaches, adjustments applied, accuracy of the data considered, and the quantity of evidence is analyzed. As a result of our analysis, after considering all those factors which affect value, it is concluded that the market value of the subject, as of March 31, 2022, and subject to the attached assumptions and limiting conditions, is as follows:

**\$81,000**  
**EIGHTY ONE THOUSAND DOLLARS**

The market value opinion set forth in this appraisal report assumes responsible ownership and professional management and marketing of the subject property. This valuation is also subject to the hypothetical conditions, extraordinary assumptions, and additional limiting conditions as attached herein. At the request of the client, we will form an opinion of the market value for the subject property for internal business decisions.

Respectfully submitted,



---

C. Kyle Rogers  
State Certified General Appraiser  
License Number GA-943

**CONTRACT OF PURCHASE**

**AGREEMENT** entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **BARCIA GROUP, LLC**, (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at 508 N. Madison Street (Parcel No. 089K-31-002-00) and situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property"):

See Legal Description Attached

1. **PRICE.** The purchase price of the property shall be Eighty-One Thousand Dollars (\$81,000.00) and shall be due and payable at closing.
2. **CLOSING.** Sellers shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller hereby agrees to pay such amount with the proceeds from the closing.
3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be paid be prorated.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. **CLOSING AND POSSESSION.** Seller and Purchaser shall work together to reasonably set a time for closing. Possession shall pass at Closing.
6. **COMMISSION:** Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to the sale(s) contemplated in this agreement.

*EXHIBIT "D"*

- 7. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
- 8. ENTIRE AGREEMENT: This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.

**IN WITNESS WHEREOF**, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

PURCHASER

SELLER

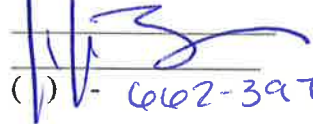


TODD JORDAN, MAYOR  
CITY OF TUPELO, MISSISSIPPI  
P.O. BOX 1485  
TUPELO, MS 38802  
(662) 841-6513

4-21-2022  
DATE



BARCIA GROUP, LLC

  
( ) - 662-397-6692

4-26-22  
DATE

ATTEST

  
KIM HANNA, CFO/CITY CLERK



## ORDER

### AN ORDER AUTHORIZING OPTION TO PURCHASE AGREEMENT FOR CERTAIN REAL PROPERTY BY THE CITY OF TUPELO

**WHEREAS**, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Mississippi Code Anno. Section 21-17-1 (1) (1972 as amended), including the authority to purchase and hold real property on such terms as it may elect that are consistent with statutory authority: and

**WHEREAS**, in compliance with the provision of Miss. Code Anno. Sec. 43-37-3 (1972 as amended) governing acquisition of real property using public funds, the CITY OF TUPELO has negotiated an option to purchase agreement to acquire real property located south of Eason Blvd. between Town Creek and Ryder Street from BSB ASSOCIATES PARTNERSHIP for the overall sale price of, Six Hundred Fifty-Eight Thousand Dollars (\$658,000.00) for the property described as follows:

Parcel No. 113V-08-004-00  
Parcel No. 113M-08-001-00  
Parcel No. 113M-08-004-00  
See Property Maps, Exhibit "A"

**WHEREAS**, the City of Tupelo ultimately desires to purchase said property pursuant to its policy for acquisition, and the City obtained appraisals of the real properties above. Excerpts of these appraisals are attached hereto as Exhibit "B"; and

**WHEREAS**, the City of Tupelo desires said property be acquired for the purpose of constructing and maintaining a Class II rubbish site that will serve the city's usage needs for decades to come; and

**WHEREAS**, the city's current Class II rubbish site adjoins this prospective site and has a usage expectancy for 4-7 years; and

**WHEREAS**, the savings over hauling to a permitted site 20 miles away and paying tipping fees will be significant over the usage life of this prospective site: and

**WHEREAS**, the prospective site must be permitted by the Mississippi Department of Environmental Quality (MDEQ), and the permitting process may take up to two years and is not guaranteed to result in a permit; and

**WHEREAS**, consequently, the city must obtain option rights to the property now in order to begin this process; and

**WHEREAS**, an option cost has been negotiated as follows:

Non-refundable earnest money payment by the City of Tupelo to BSB Associates Partnership of \$15,000.00 payable at the time of the execution of option one. The first option will extend for 12 months. The City of Tupelo can elect a second option for a period of 12 additional months with payment of a non-refundable earnest money payment by the City of Tupelo to the BSB Associates Partnership of \$15,000.00 at the time of the execution of option 2. Either one or both of the non-refundable earnest money payments will be applied to the purchase price of the property from BSB Associates Partnership.

**WHEREAS**, the Mayor and City Clerk desire to be authorized to enter into option to purchase agreement to acquire this real property.

**NOW THEREFORE**, it is hereby resolved and ordered by the City Council of Tupelo as follows:

1. The prefatory paragraphs of this Order are hereby adopted, found, determined and incorporated herein to be accordance with the necessary and warranted exercise of the authority of the City of Tupelo by securing necessary interests in real property for the purpose of constructing and maintaining a Class II rubbish site.
2. The terms and cost of the option are found to be fair market value for such property rights under the circumstances.
3. The Mayor and City Clerk are hereby authorized to execute an option to purchase agreement with BSB Associates Partnership for the real property under the terms, cost and total acquisition price as stated above, subject to legal review and subsequent ratification by this city council of the agreement in final form.

After a full discussion of this matter, Council Member Bryan moved that the foregoing Order be adopted and said motion was seconded by Council Member Beard and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	<u>Aye</u>
Councilmember Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 19th day of April, 2022.

CITY OF TUPELO, MISSISSIPPI

By:

  
Buddy Palmer, Council President

ATTEST:

  
MISSY SHELTON  
Clerk of the Council

APPROVED:

  
Todd Jordan, Mayor

4-19-2022  
DATE



APPENDIX Q  
EXHIBIT "A"



Research Appraisal, LLC  
P.O. Box 2731  
Madison, Mississippi 39130  
(601) 940-6608

January 13, 2021

Mr. Ben Logan, City Attorney, City of Tupelo  
71 East Troy Street  
P.O. Box 1485  
Tupelo, MS 38802  
Submitted electronically to [ben.logan@tupeloms.gov](mailto:ben.logan@tupeloms.gov)

Re: Real Estate Appraisal Report of 214.5± acres of land located in the City of Tupelo,  
In Section 8, Township 10 South, Range 6 East, Lee County, MS  
Currently held by BSB Associates

Dear Mr. Logan:

At your request, I have completed an appraisal of the above referenced property. In accordance with my Standards of Professional Appraisal Practice, this Appraisal Report is intended to comply with the Uniform Standards of Professional Appraisal Practice, Standards Rule 2-2. The depth of discussion contained in this report is specific to the needs of the client, the City of Tupelo, Mississippi, and for the intended use, user(s) and purpose stated therein. *I accept no responsibility that could arise from unauthorized use of said report by unrelated third parties; and, in fact, use of this appraisal by unrelated third parties is strongly cautioned.*

The subject property is a 214.5± acre tract of land with a limited amount of frontage along the south side of S. Eason Boulevard in the southern portion of the City of Tupelo, Mississippi. The property is located between two industrially zoned areas, but it is zoned within the city's Agriculture/Open Space zoning district. It is a vacant tract of land that is irregular in shape, predominately open land, appearing predominately as cropland. Most of the property appears within a flood zone with significant areas within a floodway. It is a fairly level tract of land. Town Creek forms the western boundary of the tract and there is a small drain or tributary to the creek that runs through the central areas, generally in a northeast-southwest direction. As understood from our conversation, the city is considering purchasing this property with the intent to use as an extension of the city's Class II rubbish site which is located on the east side of the property. The city already owns land on the east and west sides of this property where, what appears to be, two sewerage treatment facilities (west side) and an existing land fill (east side) are located.

While this letter does report my opinion of the Market Value of the Fee-Simple Estate of the subject property based upon an effective date of January 7, 2021, it is not intended to serve as an actual appraisal unless accompanied by the attached Appraisal Report containing 51 pages.

*Letter of Transmittal to Mr. Ben Logan, City Attorney with the City of Tupelo (client)  
 Pertaining to an appraisal report of 214.5± acres of land located in  
 Section 8, Township 10 South, Range 6 East, Lee County, MS  
 Currently held by BSB Associates  
 Page 2 of 2*

As a result of my research and analysis of market conditions on the effective date of value, January 7, 2021, it is my opinion, the Market Value of the subject property's Fee-Simple Estate was:

FIVE HUNDRED AND FORTY THOUSAND DOLLARS  
 (\$540,000.00)

**EXTRAORDINARY ASSUMPTIONS \* ASSOCIATED WITH THE VALUES ABOVE**

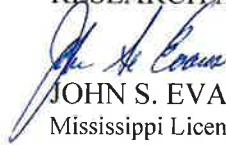
1. Information provided by others is assumed accurate and reliable.
2. The appraiser is not qualified to provide an environmental assessment. If there are environmental concerns pertaining to the subject property, the services of a professional competent in performing an environmental assessment should be retained. The appraisal assumes, as an extraordinary assumption there are no environmental hazards.
3. The effects of the economic uncertainty as a result of the COVID-19 Pandemic are short-termed in nature and have had no measurable influence upon the value of the property.

**THERE ARE NO HYPOTHETICAL CONDITIONS\*\* ASSOCIATED WITH THE VALUES ABOVE**

I appreciate the opportunity to have prepared this appraisal for you. Please let me know if there are any additional questions.

Most respectfully,

RESEARCH APPRAISAL, LLC



JOHN S. EVANS, MAI

Mississippi Licensed and Certified Appraiser  
 License No. GA-189

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\* Extraordinary Assumptions are defined as "an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions and conclusions." (USPAP, 2020-2021 ed.)

\*\* Hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis." (USPAP, 2020-2021 ed.)

160  
**Jason Roberts Appraisal Co.**  
P.O. Box 53  
Mooreville, MS 38857  
662-871-1201

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November 12, 2021

City of Tupelo  
Commerce Street  
Tupelo, MS  
38804

Property -                      Ryder Street  
    Tupelo, MS 38804-5815  
Borrower -                      N/A  
File No. -                        City of Tupelo  
Case No. -

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at Ryder Street, Tupelo, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of November 03, 2021 is :


\$10,000/per acre (10.20 +/- ac)

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Jason Roberts Appraisal Co.

  
\_\_\_\_\_  
Jason Roberts  
MS Certification #RA-901

Certification #

---



# Summary Appraisal Report

LAND APPRAISAL REPORT

File No. City of Tupelo

Borrower N/A Census Tract 9507 Map Reference 113M  
 Property Address Ryder Street  
 City Tupelo County Lee State MS Zip Code 38804-5815  
 Legal Description LOT PT NW 1/4 NE 1/4 (Section-08, Township-10 South, Range-06 East)  
 Sale Price \$N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised  Fee  Leasehold  De Minimis PUD  
 Actual Real Estate Taxes \$Unknown (yr.) Loan charges to be paid by seller \$N/A Other sales concessions None Known  
 Lender/Client City of Tupelo Address Commerce Street, Tupelo, MS, 38804  
 Occupant Vacant Land Appraiser Jason Roberts Instructions to Appraiser Estimate Market Value-Vacant Land on the west and east side of Ryder Street. The only value given was on the west side (10.20 ac) because the east side (1.60 ac) did not appear to have access.

**NEIGHBORHOOD**

Location  Urban  Suburban  Rural  
 Built Up  Over 75%  25% to 75%  Under 25%  
 Growth Rate  Fully Dev.  Rapid  Steady  Slow  
 Property Values  Increasing  Stable  Declining  
 Demand/Supply  Shortage  In Balance  Over Supply  
 Marketing Time  Under 3 Mos.  4-6 Mos.  Over 6 Mos.  
 Present Land Use  1 Family  2-4 Fam  Apts.  Condo  25 % Commercial  
 Change in Present Land Use  Not Likely  Likely (\*)  Taking Place (\*)  
 Predominant Occupancy  Owner  Tenant  % Vacant  
 Single Family Price Range \$ N/A to \$ N/A Predominant Value \$ N/A  
 Single Family Age N/A yrs. to N/A yrs. Predominant Age N/A yrs.

Employment Stability  Good  Avg  Fair  Poor  
 Convenience to Employment   
 Convenience to Shopping   
 Convenience to Schools   
 Adequacy of Public Transportation    
 Recreational Facilities    
 Adequacy of Utilities    
 Property Compatibility    
 Protection from Detrimental Conditions    
 Police and Fire Protection    
 General Appearance of Properties     
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The subject property is located near a large, deep creek that has been known to fill up during heavy rains/storms. The land in question is completely in a "flood zone" and would have to have a great number of filler dirt to get it above the road and out of the flood zone, however, this cannot be guaranteed. Being in a flood zone would likely negatively affect the marketability based on the amount of work it would take to get it out of the flood zone.

**SITE**

Dimensions Not Available (Acreage Only) = 10.20 +/- acres  Corner Lot  
 Zoning Classification Industrial/Agricultural Use Present Improvements  do  do not conform to zoning regulations  
 Highest and best use:  Present use  Other (specify) Best use is it's present use industrial/agricultural  
 Elec.  Public  Other (Describe) \_\_\_\_\_  
 Gas  \_\_\_\_\_  
 Water  \_\_\_\_\_  
 San. Sewer  \_\_\_\_\_  
 Underground Elect. & Tel.  
 OFF SITE IMPROVEMENTS  
 Street Access:  Public  Private  
 Surface Asphalt  
 Maintenance:  Public  Private  
 Storm Sewer  Curb/Gutter   
 Sidewalk  Street Lights   
 Topo Level/Sloping  
 Size 10.20 +/- acres / (1.60 +/- acres-not accessible-NO VALUE GIVEN)  
 Shape Irregular  
 View Wooded/Average  
 Drainage Near a large, deep creek (flood zone)  
 Is the property located in a HUD identified Special Flood Hazard Area?  No  Yes  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) Site typical of area. The property will adequately support an improvement with proper filling and dirt work. There was an adverse condition noted/called to the appraisers attention at time of on site inspection. The property is low lying and in a flood zone. No site survey was provided to the appraiser for this assignment, therefore, assumptions were made based on legal description.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Ryder Street Tupelo, MS 38804-5815	Hadley Street Tupelo, MS 38804	Elvis Presley Drive Tupelo, MS 38804	Eason Blvd Tupelo, MS 38804
Proximity to Subj.		0.52 miles E	1.77 miles NE	2.48 miles NE
Sales Price	\$ N/A	\$ 15,000	\$ 270,000	\$ 120,000
Price	\$ N/A	\$ 6,787	\$ 13,918	\$ 9,231
Data Source	Inspection	MLS#04-2269;DOM 6099	MLS#20-3112;DOM 57	MLS#20-3332;DOM 252
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION + (-)\$ Adjustment	DESCRIPTION + (-)\$ Adjustment	DESCRIPTION + (-)\$ Adjustment
Location	Suburban	Suburban	Suburban	Suburban
Site/View	Average/Wooded	Average/Wooded	Average/Wooded	Average/Open
Site Area	10.20 +/- acres	2.21 +/- acres +54,000	19.40 +/- acres -127,900	13.00 +/- acres -25,800
Utilities	Available	Available	Available	Available
Topography	Level/Sloping	Rolling	Rolling	Rolling
View	Flood Zone	Flood Zone	?	?
Sales or Financing Concessions	N/A	Conv.	Conv.	Conv.
	N/A	None	None	None
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 54,000	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -127,900	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -25,800
Indicated Value of Subject		\$ 69,000	\$ 142,100	\$ 94,200

Comments on Market Data: The comparables analyzed here are recent closed sales located in the subject market area. They are the most similar and most recent sales available. All are considered good indicators of value for the subject and were given similar weight \*\*\* See Additional Comments \*\*\*

Comments and Conditions of Appraisal: All market data used verified, however it's accuracy is not guaranteed. The appraiser assumes no responsibility for legal type matters. Certification and statement of limiting conditions is attached and is considered a part of this report. The appraisal is intended to estimate market value and should not be used or considered to be a survey, environmental inspection, ect. It is the buyer's responsibility to hire qualified persons in these fields. \*\*\* See Additional Comments \*\*\*

Final Reconciliation: Market data approach was used and considered most practical approach to value since the subject is vacant land and not income producing property. The value reached of \$10,000.00 per acre was based on a total approximate acreage of 10.20 +/- acres with NO VALUE given to 1.60 +/- acres. There was significant appraisal services provided by Jimmy Langley Certification #RA-191.\*\*\* See Additional Comments \*\*\*

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 03 2021 to be \$10,000/per acre (10.20 +/- ac)  
 Appraiser(s) Jason Thomas Roberts Review Appraiser (if applicable)  Did  Did Not Physically Inspect Property  
 Signature Jason Thomas Roberts Signature \_\_\_\_\_  
 Name Jason Roberts Date 11/12/2021 Name \_\_\_\_\_ Date \_\_\_\_\_  
 State MS  License  Certification # RA-901 State \_\_\_\_\_ License \_\_\_\_\_ Certification # \_\_\_\_\_

## ADDITIONAL COMMENTS

Borrower or Owner	N/A				
Property Address	Ryder Street				
City	Tupelo	County	Lee	State	MS
Lender or Client	City of Tupelo				
				Zip Code	38804-5815

**Comments on Market Data**

Adjustments were made for dissimilar features. Because of the size of the immediate area, sales data within a 5-30 mile radius of subject are not uncommon to use since this is still considered same market area as subject.

**Comments and Conditions of Appraisal**

Based on the 1.60 +/- acres across the street does not have an access to it, the appraiser determined it to have NO VALUE in this regard. It's likely ONLY value would be to the company immediately bordering it. The ditch coming from Ryder street is the only access it has without crossing over someone else, therefore, it appears to have NO ACCESS without a potential easement. This easement is unknown to the appraiser at the time of the assignment, if there is one. It was not provided at the time of this appraisal, therefore, for the sake of this appraisal, it was determined there was not an easement and the only access would be where the ditch is located in this regard.

**Final Reconciliation**

This is to be considered an addition to the certification: I have performed no appraisal service or services in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment- New 2012-2013 Ethics Rule-Conduct Section of USPAP.